

F95000000967

Division of Corporations

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Florida Department of State
Division of Corporations
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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

EXACT SOFTWARE NORTH AMERICA, INC.

Certificate of Status	0
Certified Copy	0
Page Count	12
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ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Exact Software North America, Inc.	Ohio	P9500000967

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Kent Group of Central Florida, Inc.	Florida	P99000026518
Integrated Planning Systems, Inc.	New Jersey	
Exact Software EMS, Inc.	California	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on January 30, 2004 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 30, 2004

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title


Exact Software North
America, Inc., an Ohio corp

Carol Nelson, Secretary



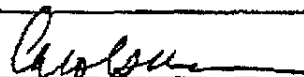
The Kent Group of Central
Florida, Inc., a Florida corp

Carol Nelson, Secretary



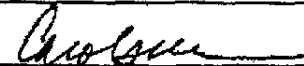
Integrated Planning Systems,
Inc., a New Jersey corp

Carol Nelson, Secretary



Exact Software EMS, Inc., a
California corp

Carol Nelson, Secretary



PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Exact Software North America, Inc.

Jurisdiction

Ohio

Second: The name and jurisdiction of each merging corporation:

Name

The Kent Group of Central Florida, Inc.

Jurisdiction

Florida

Integrated Planning Systems, Inc.

New Jersey

Exact Software EMS, Inc.

California

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:
N/A

Other provisions relating to the merger are as follows:
See attached Agreement and Plan of Merger

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made and entered into as of January 30, 2004 by and among Exact Software North America, Inc., a corporation duly organized and existing under the laws of the State of Ohio having its principal place of business at 333 East Center Street, Marion, Ohio 43301 (the "Surviving Company"), The Kent Group of Central Florida, Inc., a corporation duly organized and existing under the laws of the State of Florida having its principal place of business at 989 West Kennedy Boulevard, Suite 201, Orlando, Florida 32810 ("KGCF"), Integrated Planning Systems, Inc., a corporation duly organized and existing under the laws of the State of a New Jersey having its principal place of business at 31-00 Broadway, Fair Lawn, New Jersey 07410 ("IPS") and Exact Software EMS, Inc., a corporation duly organized and existing under the laws of the State of a California having its principal place of business at 7020 Koll Center Parkway, Suite 118, Placasanton, California 94566 ("EMS") (KGCF, IPS and EMS, collectively, the "Merging Companies").

WITNESSETH:

WHEREAS, the Surviving Company and each of the Merging Companies are wholly-owned subsidiaries of Exact Holding North America, Inc., a corporation duly organized and existing under the laws of the State of Ohio having its principal place of business at 333 East Center Street, Marion, Ohio 43301;

WHEREAS, each of the Merging Companies desire to merge itself with and into the Surviving Company;

WHEREAS, the Surviving Company desires that the Merging Companies be merged into itself;

WHEREAS, the respective Board of Directors of the Surviving Company and of each of the Merging Companies have adopted resolutions approving the Merger (as defined in Section 1 below), the Merger Agreement and the transactions contemplated thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. **Merger.** The Merging Companies shall be merged with and into the Surviving Company (the "Merger") pursuant to Section 1701.78 of the General Corporation Law of the State of Ohio and in accordance with the general business and corporation law of the jurisdictions of formation of each of the Merging Companies. The Surviving Company shall survive the Merger and shall continue to be governed by the laws of the State of Ohio. The separate corporate existence of each of the Merging Companies shall cease upon the Effective Date (as defined in Section 4 below).

2. **Board of Director Approval.** Prior to the execution of the Merger Agreement, the respective Board of Directors of the Surviving Company and of each of the Merging Companies approved the Merger, the Merger Agreement and the transactions contemplated thereby.

3. **Stockholder Approval.** As soon as practicable after the execution of the Merger Agreement, the Merging Companies and the Surviving Company shall, if necessary under the law of their respective jurisdiction of formation, submit the Merger and the Merger Agreement to their respective stockholders for approval.

4. **Effective Date.** The Merger shall be effective upon the filing of Certificates of Merger and Articles of Merger, as applicable, with the appropriate governmental authorities of Ohio, Florida, New Jersey and California (the "**Effective Date**"), which filings shall be made as soon as practicable after all required stockholder approvals have been obtained.

5. **Common Stock of the Merging Companies.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of each Merging Company issued and outstanding immediately prior thereto shall cease to exist and shall be cancelled. From and after the Effective Date, no common stock of any Merging Company shall be deemed outstanding, and holders of stock certificates shall cease to have any rights with respect thereto, except as provided herein or by law.

6. **Common Stock of the Surviving Company.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and unaffected by the Merger.

7. **Succession.** On the Effective Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of each of the Merging Companies in the manner of and as more fully set forth in Section 1701.82 of the General Corporation Law of the State of Ohio, Section 607.1106 of the Florida Business Corporation Act, Section 10:6 of Chapter 14A of the New Jersey Business Corporation Act and Section 1107 of the California Corporation Code, as applicable. Without limiting the foregoing, upon the Effective Date, all of the estate, property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Companies shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed, and all property, real, personal and mixed, rights, and every other interest of the Merging Companies and the Surviving Company, and all the debts due on whatever account to either of them, as well as stock subscriptions and other choses in action belonging to either of them, shall be as effectively the property of the Surviving Company as they were of each of the Merging Companies and the Surviving Company, respectively. All rights of creditors of the Merging Companies and all liens upon any property of the Merging Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Companies, and any claim or demand in any case existing against the Merging Companies, shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. **Articles of Incorporation and By-Laws.** The Articles of Incorporation of the Surviving Company in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Company from and after the Effective Date until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect immediately prior to the Effective Date shall continue to be the By-Laws of the Surviving Company from and after the Effective Date until further amended in accordance with the provisions thereof and applicable law.

9. **Directors and Officers.** The directors and officers of the Surviving Company immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Company from and after the Effective Date until the expiration of their respective terms of office and until their successors have been elected and qualified.

10. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Merging Companies such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Companies, and otherwise to carry out the purposes of the Merger Agreement, and the officers and directors of the Merging Companies are fully authorized in the name and on behalf of the Merging Companies or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. **Abandonment.** At any time prior to the Effective Date, the Merger Agreement may be terminated and the Merger may be abandoned by either the Board of Directors of the Surviving Company or the Board of Directors of the Merging Companies, or both, notwithstanding approval of the Merger Agreement by the stockholders of the Merging Companies.

12. **Amendment.** Subject to any exceptions or limitations that may be required under the general business and corporation law of the jurisdictions of formation of the Surviving Corporation and of each of the Merging Companies, the parties hereto may mutually amend any provision of the Merger Agreement at any time prior to the Effective Date.

13. **Governing Law.** The Merger Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio.

14. **Successors and Assigns.** The Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Severability.** Any term or provision of the Merger Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term

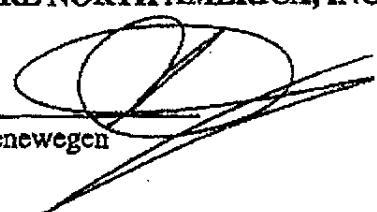
or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and the Merger Agreement shall be enforceable as so modified.

16. Counterparts and Facsimile Signature. The Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Merger Agreement may be executed by facsimile signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused the Merger Agreement to be executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

EXACT SOFTWARE NORTH AMERICA, INC.,
an Ohio corporation

By: 
H.L.L. Groenewegen
President

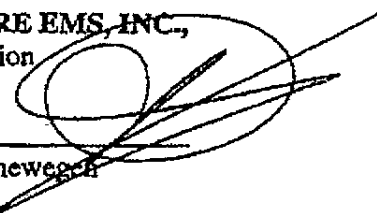
THE KENT GROUP OF CENTRAL FLORIDA, INC.
a Florida corporation

By: _____
James P. Kent
President

INTEGRATED PLANNING SYSTEMS, INC.,
a New Jersey corporation

By: _____

EXACT SOFTWARE EMS, INC.,
a California corporation

By: 
H.L.L. Groenewegen
President

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H.L.L. Groenewegen
President

THE KENT GROUP OF CENTRAL FLORIDA, INC.
a Florida corporation

By: 
James P. Kent
President

INTEGRATED PLANNING SYSTEMS, INC.,
a New Jersey corporation

By: _____
H.L.L. Groenewegen
President

EXACT SOFTWARE EMS, INC.,
a California corporation

By: _____
H.L.L. Groenewegen
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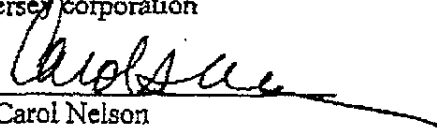
EXACT SOFTWARE NORTH AMERICA, INC.,
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By: _____
H.L.L. Groenewegen
President

THE KENT GROUP OF CENTRAL FLORIDA, INC.
a Florida corporation

By: _____
James P. Kent
President

INTEGRATED PLANNING SYSTEMS, INC.,
a New Jersey corporation

By: 
Carol Nelson
Secretary

EXACT SOFTWARE EMS, INC.,
a California corporation

By: _____
H.L.L. Groenewegen
President