



F98000001039

ACCOUNT NO. : 072100000032

REFERENCE : 385459 7176062

AUTHORIZATION :

COST LIMIT : \$ 105.00

Patricia Pigot

ORDER DATE : September 23, 1999

ORDER TIME : 2:50 PM

ORDER NO. : 385459-005

CUSTOMER NO: 7176062

100002996841--8

CUSTOMER: Ms. Diane L. Anderson
Convergent Communications, inc
Suite 400
400 Inverness Drive South
Englewood, CO 80112

ARTICLES OF MERGER

NETWORK TECHNOLOGIES GROUP,
INC.

INTO

CONVERGENT COMMUNICATIONS
SERVICES, INC.

FILED
99 SEP 29 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
99 SEP 24 PM 3:51
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

G. COULLETTE SEP 29 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

CONVERGENT COMMUNICATIONS, INC., a Colorado corporation not qualified
NETWORK TECHNOLOGIES GROUP, INC., a Florida corporation,
P95000007767

into

CONVERGENT COMMUNICATIONS SERVICES, INC., a Colorado entity
F98000001039

File date: September 29, 1999

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Account charged: 105.00



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 29, 1999

CSC

TALLAHASSEE, FL

SUBJECT: CONVERGENT COMMUNICATIONS SERVICES, INC.
Ref. Number: F98000001039

RESUBMIT

Please give original
submission date as file date.

Please date 9/29/99.

We have received your document for CONVERGENT COMMUNICATIONS SERVICES, INC. and the authorization to debit your account in the amount of \$105.00. However, the document has not been filed and is being returned for the following:

Since it is apparent that three corporations are being merged, we need the signatures of officers from each of those corporations. Please obtain the correct signatures and return for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

~~Cheryl Coulliette~~
Document Specialist

Letter Number: 299A00047442

*Cheryl,
Please see last page of documents.
Thanks -
Tanner*

RECEIVED
SEP 29 PM 2:27
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 27, 1999

CSC

TALLAHASSEE, FL

SUBJECT: CONVERGENT COMMUNICATIONS SERVICES, INC.
Ref. Number: F98000001039

RESUBMIT

Please give original
submission date as file date.

Please date 9-28-99

We have received your document for CONVERGENT COMMUNICATIONS SERVICES, INC. and the authorization to debit your account in the amount of \$105.00. However, the document has not been filed and is being returned for the following:

How many corporations are you merging? If it is three, please correct the first page of the form to include the correct names of the merging corporations.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 399A00047006

RECEIVED
SEP 28 PM 4:44
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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 is:

Name

Jurisdiction

CONVERGENT COMMUNICATIONS SERVICES, INC.

COLORADO

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

CONVERGENT COMMUNICATIONS, INC.

COLORADO

NETWORK TECHNOLOGIES GROUP, INC.

FLORIDA

FILED
 99 SEP 29 PM 4:19
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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 September 13, 1999.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 September 22, 1999

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

Convergent Communications
Services, Inc.

Network Technologies
Group, Inc.

John R. Evans C-512

Paul A. Stern, President

PLAN OF MERGER

THIS PLAN OF MERGER ("Plan") is made this 22nd of September, 1999 by and among **Convergent Communications, Inc.**, a Colorado corporation ("Convergent"), **Convergent Communications Services, Inc.**, a Colorado corporation ("CCSI"), **Network Technologies Group, Inc.**, a Florida corporation ("NTG") and **Paul A. Stern and Stuart R. Cantin** (collectively, the "NTG Voting Shareholders").

ARTICLE I

1.1 AGREEMENT AND PLAN OF MERGER.

(a) **Merger Agreement.** The parties have entered into an Agreement and Plan of Merger ("Merger Agreement") dated as of September 22, 1999. The parties wish to file this short-form Plan as Exhibit A to the Articles of Merger, as contemplated by the Merger Agreement.

(b) **Definitions.** All capitalized terms shall have the same meanings accorded to them in the Merger Agreement, unless the context requires otherwise.

(c) **No Amendment and Conflict.** This Plan is in addition to the Merger Agreement and is not to be construed as an amendment to the Merger Agreement. This Plan is merely for the parties' administrative convenience in the filing of the Articles of Merger. In the event of any conflict between the terms and conditions of this Plan and the terms and conditions of the Merger Agreement, the terms and conditions of the Merger Agreement shall control.

ARTICLE II

2.1 THE MERGER AND RELATED MATTERS.

(a) **Merger.** At the time when the Merger of NTG with and into CCSI becomes effective under applicable law (the "Effective Time") and subject to and upon the terms and conditions of the Merger Agreement and Colorado and Florida law, NTG shall merge with and into CCSI (the "Merger"), the separate corporate existence of NTG shall cease and CCSI shall continue as the Surviving Corporation. The Merger shall have all the effects provided for a merger under the Colorado Business Corporation Act and the Florida Business Corporation Act. The Surviving Corporation may, at any time after the Effective Time, take any action, including executing and delivering any certificates, instruments and documents as shall be reasonably determined by the Board of Directors of the Surviving Corporation to be necessary and appropriate, in the name and on behalf of any of the Parties in order to carry out and effectuate the transactions contemplated by the Merger Agreement.

(b) **Surviving Corporation.** NTG shall be merged with and into CCSI, with CCSI as the Surviving Corporation and, at the Effective Time, the separate existence of NTG shall cease. As a result of and after the Merger, the NTG Shareholders immediately prior to the Effective Time shall cease to hold any NTG stock but shall instead have the rights specified in Sections 2.3 and 2.4 hereof. At the Effective Time, all rights, privileges, powers, franchises and interests of NTG and all of its properties, whether real, personal or mixed, all debts due on whatever account and every other interest of NTG, whether tangible or intangible shall be deemed to vest in the Surviving Corporation without further act or deed, and all claims, demands, property and every other interest shall be as of the Effective Time the property of the Surviving Corporation to the same extent as previously owned or held by NTG.

(c) **Articles of Incorporation of Surviving Corporation.** The Articles of Incorporation of CCSI in effect at and as of the Effective Time shall remain the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by applicable law.

(d) **Bylaws of Surviving Corporation.** The Bylaws of CCSI as in effect immediately prior to the Effective Time, shall remain the Bylaws of the Surviving Corporation until thereafter amended as provided by applicable law.

(e) **Directors and Officers.** The number of directors of the Surviving Corporation and the persons serving as Directors of the Surviving Corporation shall be the same number of directors and the same persons serving on the Board of Directors of CCSI immediately prior to the Effective Time, and such persons shall continue to serve as directors of the Surviving Corporation until their successors have been duly nominated, elected or appointed as provided under the Surviving Corporation's Bylaws as may subsequently be amended in accordance with the provisions thereof. The persons serving as officers of CCSI immediately prior to the Effective Time shall hold the same offices in the Surviving Corporation following the Effective Time, and such persons shall continue to hold the same offices until such time as their successors have been duly appointed and qualified as provided under the Surviving Corporation's Bylaws as may subsequently be amended in accordance with the provisions thereof.

(f) **Effective Merger.** The Merger, from and after the Effective Time, shall have all the effects provided for a merger under Florida and Colorado law, provided that Colorado law shall govern the Surviving Corporation.

2.2 CONSUMMATION OF THE TRANSACTIONS. Upon the consummation of the transactions contemplated by the Merger Agreement (the "Closing"), Convergent, CCSI and NTG shall each carry out the procedures specified under the applicable provisions of Florida and Colorado law, to the end that the Merger shall become effective. The Merger shall be consummated by filing the Articles of Merger with each of the Secretary of State of the State of Colorado and the Secretary of State of the State of Florida in each case in such form as required by, and executed in accordance with, the relevant provisions of the applicable state law.

2.3 NTG'S CAPITAL STOCK

(a) **Conversion of the Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of Convergent, CCSI, NTG or the NTG Shareholders, the issued and outstanding shares of Common Stock of NTG shall be converted into the right for each NTG Shareholder to receive his or her pro rata portion, based on his or her respective percentage ownership of Common Stock identified on Schedule 2.5(a) attached to the Merger Agreement and calculated as shown on Schedule 2.5(b) attached to the Merger Agreement, of (a) cash resulting from the product of \$675,000 Cash Consideration less NTG Transactional Costs, which shall be paid to the NTG Shareholders at Closing; (b) the number of shares of Convergent Stock resulting from \$475,000 divided by the Convergent Stock Value, which shall be issued to the NTG Shareholders at Closing (the "Closing Shares"), (c) the number of shares of Convergent Stock resulting from \$200,000 divided by the Convergent Stock Value, which shall be withheld by Convergent in accordance with Section 2.6 and issued to the NTG Voting Shareholders, if at all, in accordance with Section 2.6 (the "Contingent Shares"), and (d) up to the number of shares of Convergent Stock resulting from \$300,000 divided by the Convergent Stock Value (the "Performance Shares"), which shall be issued to the NTG Shareholders in accordance with Section 2.7 hereof. Each holder of a certificate representing any Common Stock shall, after the Effective Time, cease to have any rights with respect to such Common Stock, except the right to receive the Merger Consideration for such Common Stock upon the surrender of such certificate in accordance with Section 2.5(c) hereof.

(b) **No Subsequent Transfers; Lost, Stolen or Destroyed Certificates.** After the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Corporation of shares of Common Stock that were registered as outstanding immediately prior to the Effective Time. If any registered certificate for Common Stock shall have been lost, stolen or destroyed, the Surviving Corporation, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and subject to the following sentence, shall pay the appropriate Merger Consideration for the shares of Common Stock represented by such certificate in accordance with this Section 2.3 to the persons legally entitled thereto. The Surviving Corporation, in its sole discretion and as a condition precedent to the delivery of the Merger Consideration in exchange for the shares of Common Stock represented by such certificate, may require the owner of such lost, stolen or destroyed certificate to provide a bond or other security in such sum as it reasonably may direct as indemnity against any claim that may be made against the Surviving Corporation with respect to the certificate alleged to have been so lost, stolen or destroyed.

(c) **Conversion, Retention and Transfer of Common Stock.** Each stock certificate representing the Common Stock shall, after the Effective Time, cease to have any rights except the right to receive the Merger Consideration as provided in Section 2.3(a) hereof upon the surrender of such certificates accompanied by stock powers duly completed and executed in blank and any other documents required to be delivered in connection therewith. Until surrendered as contemplated by the preceding sentence, each such certificate shall be deemed for all purposes to represent only the right to receive upon such surrender the Merger Consideration payable in respect thereof as contemplated by this Agreement. As a consequence of the Merger and without any action on the part of the Parties, each of the issued and outstanding shares of NTG's Common Stock shall be cancelled and retired in exchange for the Merger Consideration. Each share of common stock, no par value, of CCSI issued and

outstanding immediately prior to the Effective Time shall remain issued and outstanding. Each such share of CCSI shall continue as one share of the capital stock of the Surviving Corporation, and each certificate evidencing ownership of any such shares shall continue to evidence the same number of shares of the Surviving Corporation.

(d) **Fractional Shares.** No fractional shares of Convergent Stock shall be issued upon conversion of the outstanding shares of Common Stock pursuant to Section 2.3(a) hereof. All shares of Convergent Stock (including fractions thereof) issuable upon conversion of shares of Common Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional shares. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional shares, Convergent shall, in lieu of issuing any fractional shares, pay cash equal to the product of such fraction multiplied by the value of the Closing Shares (as determined in accordance with Section 2.3(c)(vi)(A) of the Merger Agreement), the Performance Shares (as determined in accordance with Section 2.7 of the Merger Agreement), or the Contingent Shares (as determined in accordance with Section 6.6 of the Merger Agreement), as the case may be, on the date of conversion.

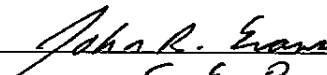
2.4 ESCROW. Upon the Closing, Convergent shall withhold an aggregate of \$200,000 of the aggregate \$585,744 Closing Shares owed to the NTG Voting Shareholders (the "Contingent Shares"), which shall constitute the "Escrow" and shall be governed by the terms set forth in this Agreement. Such Contingent Shares shall be valued at the Convergent Stock Value (as defined in the Merger Agreement) and shall be issued to the NTG Voting Shareholders, if at all, on the terms and conditions set forth in Section 6.6 of the Merger Agreement in accordance with their interests in the Escrow set forth on Schedule 6.6 attached to the Merger Agreement.

2.5 PERFORMANCE SHARES. The NTG Shareholders shall be entitled to receive the Performance Shares based on the performance of the combined operation of the Business with existing CCSI operations in the Miami and Tampa, Florida markets following the Merger, provided that the performance objectives described on Schedule 2.7 attached to the Merger Agreement are met. The number of Performance Shares to be issued to the NTG Shareholders shall be determined and issued in accordance with the procedures set forth in Section 2.7(b) within ten (10) business days of the filing with the Securities and Exchange Commission of Convergent's quarterly report on Form 10-Q, or Annual Report on Form 10-K, whichever the case may be, for each relevant Evaluation Period. The Performance Shares, if any, shall be valued at and issued to the NTG Shareholders in accordance with the terms of the Merger Agreement.

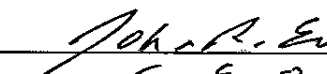
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan as of the date first set forth above.

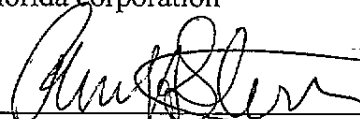
CONVERGENT COMMUNICATIONS, INC.,
a Colorado corporation

By: 
C.E.O.

**CONVERGENT COMMUNICATIONS
SERVICES, INC.**
a Colorado corporation

By: 
C.E.O.

NETWORK TECHNOLOGIES GROUP, INC.
an Florida corporation

By: 
Paul A. Stern, President