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*Merger*  
C.COULLIETTE

FEB 27 2009

EXAMINER

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February 27, 2009

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**VIA HAND DELIVERY**

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Abacab International Computers, Inc.; Articles of Merger

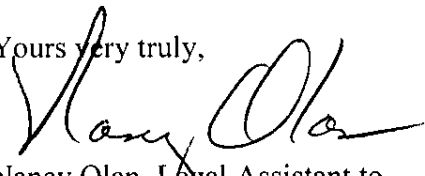
Dear Sir or Madam:

Enclosed are the original and one copy of Articles of Merger for the above-referenced Florida corporation into Abacab International Computers, Ltd., an English corporation.

Please have the Articles of Merger filed immediately, indicate the filing on the enclosed copy, and return the copy to the undersigned.

Also enclosed is our firm's check in the amount of \$70.00 to cover the filing fee. Thank you.

Yours very truly,



Nancy Olan, Legal Assistant to  
R. Lee Bennett, Esq.

/no

Enclosures

cc: Mr. Alan Wright, President

**ARTICLES OF MERGER  
OF  
ABACAB INTERNATIONAL COMPUTERS, INC., A FLORIDA CORPORATION,  
INTO  
ABACAB INTERNATIONAL COMPUTERS, LTD., AN ENGLISH CORPORATION**

ARTICLES OF MERGER between Abacab International Computers, Inc., a Florida corporation ("Subsidiary") and Abacab International Computers, Ltd., an English corporation ("Parent").

Under §§607.1104 and 607.1105 of the Florida Business Corporation Act (the "Act"), Abacab International Computers, Ltd., and Abacab International Computers, Inc., adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated February 23, 2009 ("Plan of Merger"), between Parent and Subsidiary was approved and adopted by the shareholders and directors of Parent, on February 23, 2009. Director and Shareholder approval of Subsidiary is not required under §607.1104 of the Florida Statutes.
2. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
3. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the date of the filing of these Articles of Merger with the Department of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands on February 23, 2009.

Abacab International Computers, Ltd., an English  
corporation

By: K. Walker

Director

Abacab International Computers, Inc., a Florida  
corporation

By: Stan I. Night

President

FILED  
09 FEB 27 10:57  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**EXHIBIT "A"**

**SHORT-FORM AGREEMENT  
AND PLAN OF MERGER OF  
ABACAB INTERNATIONAL COMPUTERS, INC., A FLORIDA CORPORATION,  
INTO ABACAB INTERNATIONAL COMPUTERS, LTD., AN ENGLISH  
CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated February 23, 2009, made by and among Abacab International Computers, Ltd., an English corporation ("Parent"), and Abacab International Computers, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESS:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with §607.1104 and §607.1107 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I  
THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Department of State of Florida.
2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of England.
3. The Plan of Merger has been approved by the Board of Directors of Parent in accordance with §607.1104 of the Act. There are no minority shareholders of the Subsidiary.

ARTICLE II  
EFFECT OF THE MERGER

At the Effective Date, Parent shall possess all the assets, rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act.

ARTICLE III  
TERMS OF THE TRANSACTION;  
CANCELLATION OF SHARES

All of the issued and outstanding Shares of the Subsidiary shall be cancelled by virtue of the Merger and without any action by the Parent, as of the Effective Date.

ARTICLE IV  
ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE V  
EXPENSES

Subsidiary shall pay all expenses of accomplishing the Merger.

ARTICLE VI  
AMENDMENT

At any time before the filing with the Florida Department of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Department of State, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VII  
TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the

termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on February 23, 2009.

PARENT:

Abacab International Computers, Ltd., an English corporation

By: K Walker  
Kenneth Walker, Director

SUBSIDIARY:

Abacab International Computers, Inc., a Florida corporation

By: Alan I Wright  
Alan Wright, President