

P00000111739

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C LEWIS

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 276586 7697431
AUTHORIZATION : 
COST LIMIT : \$ 70.00

ORDER DATE : August 31, 2016
ORDER TIME : 3:0 PM
ORDER NO. : 276586-005
CUSTOMER NO: 7697431

ARTICLES OF MERGER

CTS ACQUISITION INC.

INTO

SMARTCOP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

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Articles of Merger
(Profit Corporations)

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

First: The name and jurisdiction of the surviving corporation:

SmartCOP, Inc. Florida P00000111739

Second: The name and jurisdiction of each merging corporation:

CTS Acquisition Inc. Florida P16000068929

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations

Fifth: The Plan of Merger was adopted by all shareholders of the surviving corporation on August 30, 2016.


Sixth: The Plan of Merger was adopted by the sole shareholder of the merging corporation on August 30, 2016.

Seventh: The undersigned merging corporation and surviving corporation have caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Surviving Corporation:

Dated: August 30, 2016


SMARTCOP, INC.

by: 
Name: GEORGE H. STEPHENSON
Title: PRESIDENT

Merging Corporation:

Dated: August 30, 2016

CTS ACQUISITION INC.

by: 
Name: Jeff Bender
Title: President and Chief Executive Officer

2016 AUG 31 AM 8:38

Plan of Merger
(Non Subsidiaries)

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name:</u>	<u>Jurisdiction</u>
SmartCOP, Inc.	Florida

Second: The name and jurisdiction of each **merger** corporation:

<u>Name:</u>	<u>Jurisdiction</u>
CTS Acquisition Inc.	Florida

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

Background. The merger is taking place pursuant to a merger agreement (the "Merger Agreement") entered into between SmartCOP, Inc. (the "Company"), Trapeze Software Group, Inc. ("Trapeze"), N. Harris Computer Corporation and certain majority shareholders of the Company (the "Majority Shareholders"). Upon the filing of articles of merger with the Florida Secretary of State (the "Effective Time") in accordance with the Florida Business Corporations Act ("FBCA"), CTS Acquisition Inc. ("Merger Sub"), a wholly-owned subsidiary of Trapeze formed solely for the purpose of participating in the Merger (as defined below), will merge with and into the Company, which will be the surviving corporation (the "Surviving Corporation") and will continue to exist as a Florida corporation and a wholly-owned subsidiary of Trapeze.

Purchase Price and Payment. The Merger Agreement provides that, upon consummation of the merger, the consenting shareholders became entitled to receive at the closing an aggregate of \$100 (the "Closing Payment"). The amount of \$500,000 (the "Holdback Amount") will be held by Parent to serve as a source of payment of a working capital shortfall and any of the Majority Shareholders' indemnification obligations under the Merger Agreement. The Merger Agreement contains an earn-out provision whereby the shareholders could receive up to \$7,000,000 over a three-year period (collectively with the Closing Payment and the Holdback Amount, the "Purchase Price"). The outstanding indebtedness of the Company exceeds the Purchase Price under the merger, and the bulk of the aggregate consideration, including the earn-out, will be paid to a creditor of the Company rather than distributed to the shareholders. The shareholders, however, are receiving an agreed upon amount of the sales proceeds.

Bylaws of the Surviving Company. At the Effective Time, the Bylaws of the Company as the Surviving Company shall be amended and restated to read the same as the Bylaws of Merger Sub as in effect immediately prior to the Effective Time, except that all references to the Merger Sub in the Bylaws of the Surviving Company shall be changed to refer to "SmartCOP, Inc."

Directors and Officers. Immediately after the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall become the initial directors of the Surviving Company, each to hold office in accordance with the terms of their appointment and the Bylaws of the Surviving Company, and the officers of Merger Sub immediately prior to the Effective Time shall become the initial officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

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:

At the Effective Time, automatically by virtue of the Merger and without any action on the part of any party or shareholder, each holder of shares of the Company will cease to be, and have no further rights as, a shareholder of the Company, and each of the shares of the Company (other than shares with respect to which appraisal rights are properly demanded in accordance with Sections 607.1301 to 607.1333 of the FBCA ("Dissenting Shares")) issued and outstanding immediately prior to the Effective Time will be cancelled and converted into the right to receive a portion of the Purchase Price (if any) to which such shareholder is entitled, as set forth in the Merger Agreement. At the Effective Time, the Parent will be the sole shareholder of the Surviving Corporation. Because the outstanding indebtedness of the Company owed to a creditor exceeds the Purchase Price, holders of the Company's capital stock will not be entitled under the Merger Agreement to receive any portion of the Purchase Price, other than an agreed upon amount that will be distributed to them through the shareholders' representative.

Articles of Incorporation of the Surviving Company

At the Effective Time, the Articles of Incorporation of the Company as the Surviving Company shall be amended and restated to read the same as the Articles of Incorporation of Merger Sub as in effect immediately prior to the Effective Time, except that Section 1 of the amended and restated Articles of Incorporation of the Surviving Company, instead of reading the same as Section 1 of the Articles of Incorporation of Merger Sub, shall read as follows: "The name of the corporation is SmartCOP, Inc."