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((H12000301235 3)))

EFFECTIVE DATE

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Division of Corporations
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 Phone : (850) 222-1092
 Fax Number : (850) 878-5368

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MERGER OR SHARE EXCHANGE
STEFANINI TECHTEAM, INC.

Certificate of Status	0
Certified Copy	0
Page Count	10
Estimated Charge	\$70.00

RECEIVED

12 DEC 26 AM 8:56

DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

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 TALLAHASSEE, FLORIDA

12 DEC 26 AM 11:07

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Merger

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Stefanini TechTeam, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

MICHAEL A SOSIN

Contact Person

Stefanini, Inc.

Firm/Company

27335 W. H. M. Road

Address

Southfield, MI 48322

City, State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MICHAEL SOSIN

Name of Contact Person

at (248) 213-3645

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

EFFECTIVE DATE
12/28/12

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stefanini TechTeam, Inc.	Delaware	Corporation
Stefanini International, Corp.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stefanini TechTeam, Inc.	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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TALLAHASSEE, FLORIDA

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State;

December 28, 2012

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Corporation Trust Center

1209 Orange St.

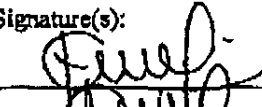
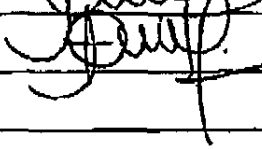
Wilmington, DE 19801

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Stefanini TechTeam, Inc.		Antonio Moreira, President
Stefanini International, Corp.		Antonio Moreira, President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of December 20 2012 (this "Merger Agreement"), respecting the merger of Stefanini International, Corp., a Florida corporation with its principal place of business at 27335 West 11 Mile Road, Southfield, Michigan 48033 ("Stefanini International"), into Stefanini TechTeam, Inc., a Delaware corporation with its principal place of business at 27335 West 11 Mile Road, Southfield, Michigan 48033 ("Stefanini TechTeam").

RECITALS

- A. Stefanini TechTeam is the sole shareholder of Stefanini International.
- B. The Board of Directors of Stefanini International has: (i) deemed the merger of Stefanini International into Stefanini TechTeam on the terms set forth in this Merger Agreement (the "Merger") to be in the best interests of Stefanini International; (ii) approved and adopted this Merger Agreement and declared it advisable; (iii) recommended that Stefanini International approve this Merger Agreement; and (iv) submitted this Merger Agreement to Stefanini International for approval and adoption.
- C. Stefanini TechTeam has adopted and approved this Merger Agreement and the Merger in accordance with the provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA").
- D. The Board of Directors of Stefanini TechTeam has: (i) approved this Merger Agreement and declared it advisable; (ii) declared the Merger in accordance with the provisions of the DGCL and the Florida Corporation Act to be in the best interests of Stefanini TechTeam; and (iii) submitted this Merger Agreement to Stefanini TechTeam's sole stockholder for approval. All of the issued and outstanding shares of capital stock of Stefanini TechTeam entitled to vote on this Merger Agreement have voted to approve and adopt this Merger Agreement.

ARTICLE I.
THE MERGER

Section 1.01 Constituent Corporations. The constituent corporations to the Merger are Stefanini International and Stefanini TechTeam. Stefanini International and Stefanini TechTeam are sometimes referred to collectively as the "Constituent Corporations."

Section 1.02 The Merger. In accordance with the terms of this Merger Agreement, the FBCA and the DGCL, at the Effective Time (as defined in Section 1.03), Stefanini International shall be merged with and into Stefanini TechTeam. As a result of the Merger, Stefanini International's separate corporate existence shall cease and Stefanini TechTeam shall continue as the surviving corporation of the Merger (the "Surviving Corporation"), and shall continue to be governed by the laws of the State of Delaware.

Section 1.03 Effective Time. The Merger shall become effective (the "Effective Time") upon: (A) the last to occur of (i) the date and time that a copy of a Certificate of Merger is submitted to, and duly endorsed "filed" by, the Delaware Secretary of State (the "Delaware

Certificate of Merger") and (ii) the date and the time that a copy of Articles of Merger are submitted to, and duly endorsed "filed" by, the Florida Department of State Division of Corporations (the "Florida Articles of Merger" and, collectively with the Delaware Certificate of Merger, the "Certificates of Merger"); or (B) at such other specific time as may be set forth in the Certificates of Merger as permitted by the FBCA and the DGCL.

ARTICLE II.

OUTSTANDING SHARES AND MEMBERSHIP INTERESTS

Section 2.01 Designation and Ownership of Outstanding Shares and Membership Interests.

(a) The authorized capital stock of Stefanini TechTeam consists of one thousand (1,000) shares of common stock (collectively "Stefanini TechTeam Shares"). As of the date of this Merger Agreement, there are one hundred (100) Stefanini TechTeam Shares outstanding, which are owned of record and beneficially by Stefanini International Holdings Ltd, a private limited company incorporated under the laws of England & Wales. Between the date of this Merger Agreement and the Effective Time, no additional Stefanini TechTeam Shares shall be issued.

(b) As of the date of this Merger Agreement, all of the outstanding shares of capital stock of Stefanini International (the "Stefanini International Shares") are owned of record and beneficially by Stefanini TechTeam. Between the date of this Merger Agreement and the Effective Time, no additional Stefanini International Shares shall be issued.

ARTICLE III.

EFFECT OF THE MERGER

Section 3.01 Certificate of Incorporation; Bylaws. The Certificate of Incorporation and Bylaws of Stefanini TechTeam shall continue in full force and effect from and after the Effective Time as the Certificate of Incorporation and Bylaws of the Surviving Corporation.

Section 3.02 Stockholders, Directors and Officers. The stockholders, directors and officers of Stefanini TechTeam shall continue from and after the Effective Time of the Merger as the stockholders, directors and officers of the Surviving Corporation, and all such officers shall hold office from and after the Effective Time of the Merger in the same manner as if the Merger had not occurred.

Section 3.03 Corporate Organization and Existence. Except as otherwise set forth in this Merger Agreement, the identity existence, company organization, purposes, powers, objects, franchises, privileges, rights and immunities of Stefanini International shall be merged with and into Stefanini TechTeam, and Stefanini TechTeam, as the Surviving Corporation, shall be fully vested therewith. The separate company existence and company organization of Stefanini International shall cease as of the Effective Time. As the Surviving Corporation, Stefanini TechTeam's separate corporate existence, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger.

Section 3.04 Rights, Privileges, Etc. At the Effective Time, without other transfer, Stefanini TechTeam shall succeed to, possess and enjoy all the rights, privileges, immunities,

powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account. All property, rights, privileges, immunities, powers and franchises, and all and every other interest of the Constituent Corporations, as of the Effective Time, shall be the property of Stefanini TechTeam and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; however, all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited to the property effected by such liens at the Effective Time, and all debts, liabilities and duties of the Constituent Corporations, respectively, shall thereafter attach to Stefanini TechTeam and may be enforced against it to the same extent as if such debts, liabilities, or duties had been incurred or contracted by Stefanini TechTeam.

Section 3.05 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any further action on the part of Stefanini TechTeam, Stefanini International or the holders of any of the following securities, the following securities will be converted in the manner set forth below:

(a) **Stefanini International Shares.** The Stefanini International Shares which are issued and outstanding immediately prior to the Effective Time shall be canceled.

Section 3.06 Director and Officer Liability Indemnification. Without limiting the obligations of the Surviving Corporation otherwise arising by virtue of this Merger Agreement or arising under applicable law by virtue of the Merger, the Surviving Corporation shall assume the obligation of Stefanini International to indemnify, defend and hold harmless the present and former directors and officers of Stefanini International in respect of acts or omissions occurring prior to the Effective Time to the extent provided under Stefanini International's Articles of Incorporation or Bylaws in effect on the date of the adoption of this Merger Agreement by the shareholder of Stefanini International. The present and former directors and officers of Stefanini International shall be deemed third party beneficiaries of the provisions of this Section 3.06 and shall be entitled to enforce this Section 3.06 to the same extent as if they were signatories to an agreement containing these provisions.

Section 3.07 Service of Process. In accordance with the provisions of the DGCL, Stefanini TechTeam, as the survivor of the Merger, may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Stefanini International as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger.

ARTICLE IV.

ADOPTION OF MERGER AGREEMENT; ABANDONMENT OF MERGER

Section 4.01 Approval and Adoption of the Merger Agreement. In accordance with Section 607.1103 of the FBCA this Merger Agreement has been approved by the sole shareholder of Stefanini International. In accordance with Section 264 of the DGCL, this Merger Agreement has been approved and declared advisable by the Board of Directors and adopted by the stockholder of Stefanini TechTeam.

Section 4.02 Authorization to Implement Merger Agreement. Upon approval and adoption of this Merger Agreement by the Board of Directors and stockholder of Stefanini

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TechTeam and the approval of this Merger Agreement by Board of Directors and the sole shareholder of Stefanini International, the officers of Stefanini TechTeam, and the officers of Stefanini International, respectively, and each of them acting alone, is authorized to take all such further action, and to execute, deliver, and appropriately file, all such documents, certificates, and agreements as shall be necessary or appropriate to effect the Merger, including but not limited to the Delaware Certificate of Merger and the Articles of Merger to be filed by Stefanini International.

Section 4.03 Amendment or Abandonment of Merger. Notwithstanding the approval and adoption of this Merger Agreement by the Board of Directors and stockholder of Stefanini TechTeam and the approval of this Merger Agreement by the Board of Directors and sole shareholder of Stefanini International, at any time prior to the Effective Time, this Merger Agreement may be amended or the Merger may be terminated and abandoned if the Board of Directors of Stefanini TechTeam and the Board of Directors of Stefanini International deem it advisable to amend the Merger Agreement or terminate and abandon the Merger. No amendment of this Merger Agreement shall be made without the unanimous approval of the stockholder of Stefanini TechTeam and the sole shareholder of Stefanini International. If the Merger Agreement is amended or the Merger is terminated and abandoned in accordance with this Section 4.03, (i) the President of Stefanini TechTeam and the President of Stefanini International may take all such actions as are necessary or appropriate to implement any such amendment or to terminate abandon the Merger and the Board of Directors of Stefanini TechTeam and the Board of Directors of Stefanini International shall be notified of such amendment or termination and abandonment, (ii) if the Merger Agreement is amended it shall continue in full force and effect as amended and (iii) if the Merger is terminated and abandoned this Merger Agreement immediately and automatically shall become null and void.

ARTICLE V. MISCELLANEOUS

Section 5.01 Amendment. This Merger Agreement may be amended only by further action of the Board of Directors of Stefanini International and the Board of Directors of Stefanini TechTeam as provided in Section 4.03.

Section 5.02 Governing Law. This Merger Agreement shall be governed by the laws of the State of Delaware and the State of Florida as applicable, without regard to choice of law principles that would require the application of the laws of any other jurisdiction.

Section 5.03 Descriptive Headings. The descriptive Section and Paragraph headings contained in this Merger Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Merger Agreement.

Section 5.04 Expenses. All costs and expenses related to the Plan and the Merger shall be paid by the Surviving Corporation.

[Signatures on succeeding page]

IN WITNESS WHEREOF, this Merger Agreement has been executed by the duly authorized representatives of Stefanini TechTeam and Stefanini International, respectively, as of the day and year first above written.

Stefanini International, Corp.

By: 

Print Name: Antonio Moreira

Title: President

Stefanini TechTeam, Inc.

By: 

Print Name: Antonio Moreira

Title: President

Signature Page to Agreement and Plan of Merger - Stefanini TechTeam, Inc. and Stefanini International, Corp.