

PD6000092540

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

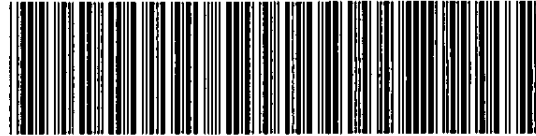
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100293084251

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 DEC 19 PM 4:39

RECEIVED
16 DEC 19 AM 11:32
SUFFICIENCY OF FILING
DEC 20 2016
C McNAIR

WALK -

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

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
46 DEC 19 PM 4:39

ACCOUNT NO. : I20000000195
REFERENCE : 425727 4311863
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 78.75

ORDER DATE : December 16, 2016
ORDER TIME : 10:04 AM
ORDER NO. : 425727-010
CUSTOMER NO: 4311863

ARTICLES OF MERGER

PEERLESS SYSTEMS CORPORATION

INTO

DEER VALLEY CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Deer Valley Corporation	Florida	P06000092540

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Peerless Systems Corporation	Delaware	2651245

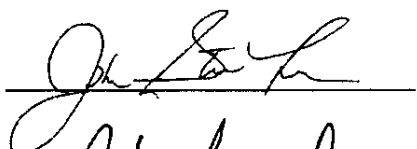
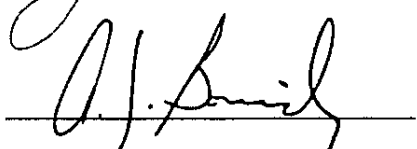
Third: A copy of the Agreement and Plan of Merger is available to any shareholder of the surviving corporation on the merging corporation at the principal office of the surviving corporation, which is 4902 Eisenhower Blvd., Suite 185, Tampa, FL 33634.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State and the Certificate of Merger is filed with the Secretary of State of the State of Delaware, whichever occurs later.

Fifth: Adoption of Merger by surviving corporation – The Plan of Merger was adopted by the board of directors of the surviving corporation on September 8, 2016 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) – The Plan of Merger was adopted by the board of directors and sole shareholder of the merging corporation(s) on September 8, 2016.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Deer Valley Corporation		John S. Lawler, Chief Financial Officer
Peerless Systems Corporation		Anthony J. Bonidy, Treasurer

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 DEC 19 PM 4:39

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of September **15** 2016 between PEERLESS SYSTEMS CORPORATION, a Delaware corporation with a mailing address of 1000 McKnight Park Drive, Suite 1006B, Pittsburgh, PA 15237 ("**Peerless**"), and DEER VALLEY CORPORATION, a Florida corporation with a mailing address of 4902 Eisenhower Blvd., Suite 185, Tampa, Florida 33634 ("**Deer Valley**"). Peerless and Deer Valley are from time to time herein referred to as the "**Constituent Corporations**."

RECITALS

WHEREAS, Peerless is a corporation duly organized and existing under the laws of the State of Delaware.

WHEREAS, Deer Valley is a corporation duly organized and existing under the laws of the State of Florida.

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Peerless be merged with and into Deer Valley for the purpose of consolidating the business of Peerless with Deer Valley.

WHEREAS, each of the Constituent Corporations has adopted the Agreement and Plan of Merger embodied in this Agreement.

NOW, THEREFORE, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I

The Merger

1.01 **The Merger**. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Peerless shall be merged with and into Deer Valley in accordance with the applicable laws of the States of Delaware and Florida (the "**Merger**"). The separate existence of Peerless shall cease, and Deer Valley shall be the surviving corporation (the "**Surviving Corporation**") and shall be governed by the laws of the State of Florida.

1.02 **Effective Date**. The Merger shall become effective on the date and at the time of filing of Articles of Merger, in substantially the form annexed hereto as Exhibit "A", with the Secretary of State of the State of Delaware, and Articles of Merger in substantially the same form with the Secretary of State of the State of Florida, whichever later occurs (the "**Effective Date**"), all after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings.

1.03 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of Deer Valley, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.04 Bylaws. On the Effective Date, the Bylaws of Deer Valley, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.05 Directors and Officers. The directors and officers of Deer Valley immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

ARTICLE II

Conversion of Shares

2.01 Peerless Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the 1,000 shares of Peerless Common Stock outstanding immediately prior thereto shall be changed and converted into 13,716,549 fully paid and nonassessable share of the common stock of the Surviving Corporation, and the shares of Common Stock of Deer Valley held by Peerless immediately prior thereto shall be cancelled.

2.02 Exchange of Certificates. Each person who becomes entitled to receive common of the Survivor Corporation by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Peerless and Deer Valley; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Peerless and Deer Valley on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Peerless or Deer Valley, shall not revert or in any way be impaired by reason of this Merger, and all of the rights of creditors of Peerless and Deer Valley shall be

preserved unimpaired, and all liens upon the property of Peerless or Deer Valley shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Peerless 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 conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Peerless and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Peerless or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Peerless or Deer Valley or both.

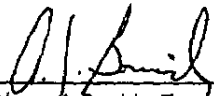
4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Peerless or Deer Valley or both.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Delaware General Corporation Law.

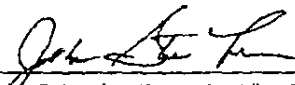
4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

PEERLESS SYSTEMS CORPORATION,
a Delaware corporation

By: 
Anthony J. Bonidy, Treasurer

DEER VALLEY CORPORATION,
a Florida corporation

By: 
John S. Lawler, Executive Vice President