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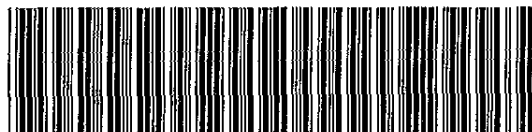
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2003 MAY 14 PM 12:47

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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03 MAY 14 AM 11:44

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

C. Coulliette MAY 14 2003



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032  
REFERENCE : 092512 4304766  
AUTHORIZATION : *Patricia Pigato*  
COST LIMIT : \$ 245.00

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ORDER DATE : May 13, 2003  
ORDER TIME : 10:26 AM  
ORDER NO. : 092512-015  
CUSTOMER NO: 4304766  
CUSTOMER: Deanna M. Silva, Esq  
Burns & Levinson  
125 Summer Street  
Boston, MA 02110-1624

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ARTICLES OF MERGER

VERITAS CARIBBEAN CORPORATION

INTO

COFACE SERVICES NORTH AMERICA,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF MERGER**  
**of**  
**VERITAS CARIBBEAN CORPORATION, A FLORIDA CORPORATION**  
**and**  
**COFACERATING.US CORP., A DELAWARE CORPORATION**  
**and**  
**J.I. INTERNATIONAL, INC., A CONNECTICUT CORPORATION**  
**and**  
**VERITAS BRAZIL CORPORATION, A DELAWARE CORPORATION**  
**and**  
**VERITAS BUSINESS INFORMATION, INC., A CONNECTICUT CORPORATION**  
**and**  
**VERITAS CREDIT CORPORATION, A CONNECTICUT CORPORATION**  
**with and into**  
**COFACE SERVICES NORTH AMERICA, INC., A DELAWARE CORPORATION**

FILED  
2009 MAY 14 PM 12:47  
CLERK OF CIRCUIT COURT  
JACKSONVILLE, FLORIDA

To the Department of State  
State of Florida

Pursuant to the provisions of section 607.1107 of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporations herein named do hereby submit the following Articles of Merger.

**FIRST:** That the name and states of incorporation of the surviving corporation is:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Coface Services North America, Inc.	Delaware

**SECOND:** That the names and state of incorporations of each merging corporation is:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Veritas Caribbean Corporation	Florida
Cofacerating.us Corp.	Delaware
J.I. International, Inc.	Connecticut
Veritas Brazil Corporation	Delaware
Veritas Business Information, Inc.	Connecticut
Veritas Credit Corporation	Connecticut

THIRD: The Agreement and Plan of Merger is attached hereto.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by the sole shareholder of the surviving corporation by written consent dated April 28, 2003 in accordance with the requirements of Section 607.1105 of the Florida Business Corporation Act.

SIXTH: The Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by the sole shareholder of each of the merging corporations by written consents dated April 28, 2003 in accordance with the requirements of Section 607.1105 of the Florida Business Corporation Act.

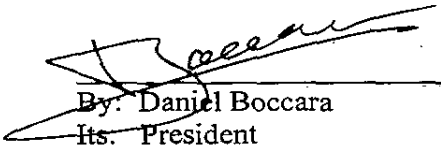
SEVENTH: The merger of the merging corporations with and into the surviving corporation is permitted by the laws of the jurisdictions of Delaware, Connecticut and Florida and has been authorized in compliance with said laws.

EIGHTH: These Articles of Merger may be executed in any number of counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument.

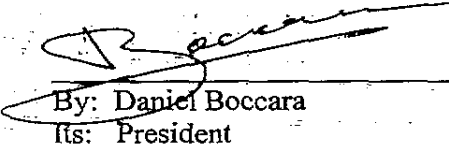
*(Signature Page Follows)*

IN WITNESS WHEREOF, the surviving corporation and each of the merging corporations have caused these Articles of Merger to be executed as a sealed instrument by their duly authorized officers, as of the 28th day of April, 2003.

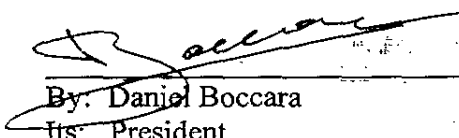
**Coface Services North America, Inc.**

  
By: Daniel Boccara  
Its: President

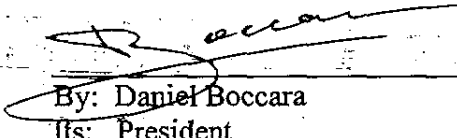
**Cofacerating.us Corp.**

  
By: Daniel Boccara  
Its: President

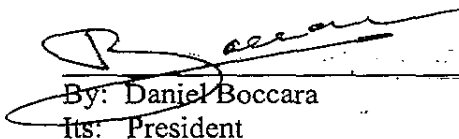
**Veritas Caribbean Corporation**

  
By: Daniel Boccara  
Its: President

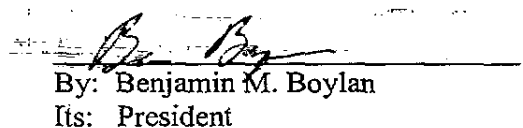
**Veritas Business Information, Inc.**

  
By: Daniel Boccara  
Its: President

**Veritas Brazil Corporation**

  
By: Daniel Boccara  
Its: President

**J.I. International, Inc.**

  
By: Benjamin M. Boylan  
Its: President

**Veritas Credit Corporation**

  
By: Daniel Boccara  
Its: President

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "Agreement") is dated as of April 28, 2003, by and among, Cofacerating.us Corp., a Delaware corporation ("Cofacerating"), J.I. International, Inc., a Connecticut corporation ("JI"), Veritas Caribbean Corporation, a Florida corporation ("VCC"), Veritas Brazil Corporation, a Delaware corporation ("VBC"), Veritas Business Information, Inc., a Connecticut corporation ("VBI") and Veritas Credit Corporation ("VC") (hereafter collectively referred to as the "Merging Companies", or individually as a "Merging Company"), with and into Coface Services North America, Inc., a Delaware corporation (hereafter referred to as "Coface" or the "Surviving Company") The Merging Companies and the Surviving Company may hereafter be collectively referred to as the "Merging Parties", or individually as a "Merging Party").

WHEREAS the Merging Parties desire to effect a merger (the "Merger") pursuant to which, Cofacerating and VBC will merge with and into the Surviving Company, with the Surviving Company surviving such Merger, pursuant to this Agreement and the Delaware General Corporation Law ("Delaware Law"), JI, VBI and VC will merge with and into the Surviving Company, with the Surviving Company surviving such Merger, pursuant to this Agreement and the Connecticut Business Corporation Act ("Connecticut Law"), and VCC will merge with and into the Surviving Company, with the Surviving Company surviving such Merger, pursuant to this Agreement and the Florida Business Corporation Law ("Florida Law"). Upon consummation of the Merger, the Merging Companies will cease to exist; and

WHEREAS, Coface is the sole shareholder of each of the Merging Companies; and

WHEREAS, the Board of Directors and the sole shareholder of the Surviving Company and the respective Boards of Directors and the sole shareholder of each of the Merging Companies deem it advisable and in the best interests of the Surviving Company and the Merging Companies that the Merging Companies merge with and into the Surviving Company, and have approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement; and

WHEREAS, it is intended that the Merger will be treated as a distribution by each of the Merging Companies of all of their assets in a complete liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and that the merger qualify as a tax free reorganization within the meaning of Section 351 of the Code.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Surviving Company and Merging Companies hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the merger of Merging Companies with and into Surviving Company and the mode of carrying the Merger into effect, all as set forth as follows:

1. The Merger. The Merging Parties shall merge into a single corporation, which shall be the Surviving Company, pursuant to the provisions of and with the effect provided in Section 252 of Delaware Law, Section 33-821 of Connecticut Law and Section 607.1107 of Florida Law.

2. Filing of Merger Documents. Subject to the terms and conditions of this Agreement, the Merging Parties shall cause the following certificates and/or articles to be filed no later than 5:00 P.M. Eastern Standard Time, April 30, 2003: (i) Certificates of Merger filed with the Secretary of State of the State of Delaware; (ii) Certificates of Merger filed with the Secretary of State of the State of Connecticut; and (iii) Articles of Merger filed with the Secretary of State of the State of Florida. The Merging Parties shall promptly file or cause to be filed any and all other documents required under Delaware Law, Connecticut Law and/or Florida Law.

3. Effective Time of Merger. Subject to the terms and conditions of this Agreement, the Merger shall become effective as of 11:59 P.M. Eastern Standard Time, April 30, 2003 upon the filing of the Certificates of Merger with the Secretary of State of the States of Delaware and Connecticut and the Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time").

4. Surviving Company. At the Effective Time, the corporate existence of the Merging Companies shall be merged with and into the Surviving Company in accordance with Delaware Law, Connecticut Law and Florida Law, and the Surviving Company shall be the surviving entity and the separate existence of each of the Merging Companies shall cease. At the Effective Time, the Surviving Company shall continue to exist as a Delaware corporation and shall continue to conduct its business under the name Coface Services North America, Inc.

5. Certificate of Incorporation. The Certificate of Incorporation, as amended, of the Surviving Company as in effect immediately prior to the Effective Time shall constitute the Certificate of Incorporation of the Surviving Company and shall continue in full force and effect unless and until further amended in accordance with Delaware Law.

6. By-Laws. The By-Laws of the Surviving Company as in effect immediately prior to the Effective Time shall constitute the By-Laws of the Surviving Company and shall continue to be unless and until altered, amended or repealed in the manner provided by Delaware Law, the Certificate of Incorporation or said By-Laws (the "By-Laws").

7. Purposes of the Surviving Company. The purposes of the Surviving Company shall be and remain as set forth in the Certificate of Incorporation, as amended, of the Surviving Company unless and until further amended in accordance with Delaware Law.

8. Directors and Officers. The Board of Directors and officers of the Surviving Company in office immediately prior to the Effective Time shall, when the Merger becomes effective, constitute the Board of Directors and officers of the Surviving Company and shall continue to hold the same offices with the Surviving Company until their successors are duly

elected and qualified or until the earlier of their death, resignation or removal as provided in the By-Laws.

9. Shares of Stock. At the Effective Time, the presently issued and outstanding shares of stock of each of the Merging Companies shall be surrendered and cancelled. No shares of stock of the Surviving Company shall be issued in exchange therefor.

10. Effect of Merger. At the Effective Time, all of the assets, estate, property, privileges, powers and franchises of the Merging Companies and all of their property (whether real, personal or mixed) and all the debts due on whatever account to any of them, as well as all stock subscriptions and other choses in action belonging to any of them, shall be transferred to and vested in the Surviving Company without further act or deed. The rights of creditors of the Surviving Company and any of the Merging Companies shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against such corporation, or any stockholder, director, or officer thereof, be released or impaired by the Merger. The Surviving Company shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Merging Companies in the same manner and to the same extent as if the Surviving Company had itself incurred such liabilities or obligations. The stockholders, directors, and officers of the Merging Companies shall continue to be subject to all the liabilities, claims and demands existing against them as such were in existence at or before the Merger. No action or proceeding then pending before any court or tribunal to which any Merging Company is a party, or in which any such stockholder, director, or officer is a party, shall abate or be discontinued by reason of the Merger, but any such action or proceeding may be prosecuted to final judgment as though the Merger has not taken place, and the Surviving Company may be substituted as a party in place of any Merging Company by the court in which such action or proceeding is pending.

11. Termination. At any time prior to the Effective Time, any of the Merging Parties may terminate and abandon this Agreement by giving notice to the other parties. In the event of such termination and abandonment, this Agreement shall be null and void and none of the parties hereto, nor any of their stockholders, directors or officers shall be liable with respect to such termination or abandonment.

12. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by all of the Merging Parties. No failure to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver of that or any other right. A waiver or consent given by any of the Merging Parties on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

13. Severability. If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such term and condition, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.



14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the Merging Parties agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such entities and persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

15. Entire Agreement. The terms of this Agreement are intended by the Merging Parties to be the final expression of their agreement with respect to the subject hereof and may not be contradicted by evidence of any prior or contemporaneous agreement.

16. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by telecopy transmission.

17. Headings. The section headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Agreement.

IN WITNESS WHEREOF, the Merging Parties have caused this Agreement and Plan of Merger to be executed as a sealed instrument by their duly authorized officers, all as of the date first above written.


Cofacerating.us Corp.

  
By: Daniel Boccara  
Its: President

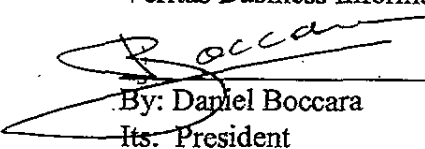
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Its: President