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P96000082314

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

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222-1092

City State Zip Phone

CORPORATION(S) NAME

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97 APR 30 AM 10:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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merger
Derba Consulting, P.A. (survivor)
Derba & Company, CPAs, P.C.

- ☐ Profit
☐ NonProfit
☐ Limited Liability Co.
☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Certified Copy
☐ Call When Ready
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P96000082314

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

DERBA & COMPANY, CPA'S, P.C., a Massachusetts corporation not authorized
to transact business in Florida.

INTO

DERBA CONSULTING, P.A., a Florida corporation, P96000082314.

File date: April 30, 1997

Corporate Specialist: Annette Hogan

DOMESTIC CORPORATION AND FOREIGN CORPORATION

ARTICLES OF MERGER

97 APR 30 AM 10:01
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act, hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

Name of corporation

State/country of incorporation

Derba Consulting, P.A.

Florida

Derba & Company, CPA's, P.C.

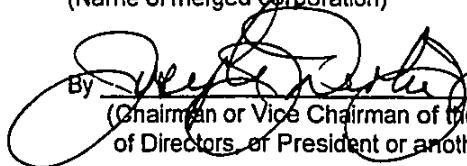
Massachusetts

SECOND: The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation complies with Section 607.1105 F.S. (as set forth below) if it is the surviving corporation of the merger; and each domestic corporation complies with the applicable provisions of Sections 607.1101 - 607.1104 F.S. and, if it is the surviving corporation of the merger, with Section 607.1105 F.S. (as set forth below). See agreement and Plan of Merger attached.

FOURTH: The plan of merger is as set forth in Exhibit A attached hereto.

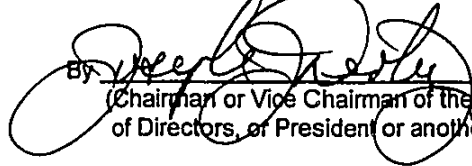
Derba & Company, CPA's, P.C.
(Name of merged corporation)

By 
(Chairman or Vice Chairman of the Board
of Directors, or President or another officer)

Joseph J. Derba, Jr., C.P.A.
(Name)

President
(Title)

Derba Consulting, P.A.
(Name of surviving corporation)

By 
(Chairman or Vice Chairman of the Board
of Directors, or President or another officer)

Joseph J. Derba, Jr., C.P.A.
(Name)

President
(Title)

171919-1

AGREEMENT AND PLAN OF MERGER
OF DERBA CONSULTING, P.A.
A FLORIDA CORPORATION,
AND
DERBA & COMPANY, CPA'S, P.C.
A MASSACHUSETTS CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of April 30, 1997 (the "Agreement") is between DERBA CONSULTING, P.A., a Florida Corporation ("Derba Florida") and DERBA & COMPANY, CPA'S, P.C., a Massachusetts Corporation ("Derba MA"). Derba Florida and Derba MA are sometimes referred herein as the "Constituent Corporations".

RECITALS

A. Derba Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 15,000 shares of Common Stock, no par value. As of April 30, 1997, 200 shares of Common Stock, no par value, were issued and outstanding, all of which are held by Joseph J. Derba, Jr., C.P.A.

B. Derba MA is a corporation duly organized and existing under the laws of The Commonwealth of Massachusetts and has an authorized capital of 15,000 shares of Common Stock, no par value. As of April 30, 1997, 10,890 shares of Common Stock were issued and outstanding, all of which are held by Joseph J. Derba, Jr., C.P.A.

C. The Board of Directors of Derba MA has determined that it is advisable and in the best interest of Derba MA that Derba MA merge with and into Derba Florida upon the terms and conditions herein provided.

D. The respective Boards of Directors of Derba Florida and Derba MA have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Derba Florida and Derba MA hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Business Corporation Act and the General Laws of The Commonwealth of Massachusetts and in order to effect the merger of Derba MA as a Florida corporation pursuant to Section

368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, Derba MA shall be merged with and into Derba Florida (the "Merger"), the separate existence of Derba MA shall cease and Derba Florida shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be DERBA CONSULTING, P.A.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Florida Business Corporation Act and the General Laws of The Commonwealth of Massachusetts;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) Executed Articles of Merger meeting the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida; and

(d) Executed Articles of Merger meeting the requirements of the General Laws of The Commonwealth of Massachusetts shall have been filed with the Secretary of State of The Commonwealth of Massachusetts.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Derba MA shall cease and Derba Florida, as the Surviving Corporation, shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by its and Derba MA's Board of Directors, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of Derba MA in the manner as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, (iv) continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Derba MA in the same manner as if Derba Florida had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act and the General Laws of The Commonwealth of Massachusetts, including, without limitation, any and all pension, profit sharing and other benefit plans of any nature whatsoever of Derba MA.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of Derba Florida as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 By-Laws. The By-Laws of Derba Florida as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Derba Florida immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-Laws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 Derba MA Common Shares. Upon the Effective Date of the Merger, each share of Derba MA Common Stock, no par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, having no par value, of the Surviving Corporation and each share of Derba MA Common Stock, no par value, issued and held in treasury by Derba MA shall, by virtue of the Merger and without any action by the Constituent Corporations or any other person, be canceled and retired.

3.2 Derba MA Warrants, Stock Purchase Rights and Convertible Securities. Upon the Effective Date of the Merger, each outstanding and unexercised warrant, other right to purchase or other security convertible into, Derba MA Common Stock shall become a warrant, right to purchase, or other security convertible into the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of Derba MA Common Stock issuable pursuant to any such warrant, stock purchase right, or other convertible security, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Derba MA warrant, stock purchase right, or other convertible security at the Effective Date of the Merger. The Surviving Corporation

shall reserve for issuance upon the conversion or exercise of such warrants, stock purchase rights, and other convertible securities, one share of the Surviving Corporation's Common Stock for each share of Derba MA Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3 Derba Florida Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, no par value of Derba Florida issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by Joseph J. Derba, Jr., C.P.A., the holder of such shares or any other person, be canceled and retired and returned to the status of authorized but unissued shares of the Surviving Corporation's Common Stock, having no par value.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Derba MA Common Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate therefore representing shares of Derba MA Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Derba MA Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Derba MA so converted and given in exchange thereof, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

IV

GENERAL

4.1 Covenants of Derba Florida. Derba Florida covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File with the Secretary of State of The Commonwealth of Massachusetts (i) an agreement that it may be served with process in The Commonwealth of Massachusetts in any proceeding for the enforcement of any obligation of Derba MA and in any proceeding for the enforcement of the rights of any dissenting shareholder of Derba MA against Derba Florida; (ii) an irrevocable appointment of the Secretary of State of The Commonwealth of Massachusetts as its agent to accept service in any such proceeding; and (iii) an agreement that it will promptly pay to any dissenting shareholders of Derba MA the amount, if any, to which they shall be entitled to receive under the provisions of the General Laws of The Commonwealth of Massachusetts with respect to the rights of dissenting shareholders; and

(b) Take such other actions as may be required by the Florida General Corporation Act or the General Laws of The Commonwealth of Massachusetts.

4.2 Further Assurances. From time to time, as and when required by Derba Florida or by its successors or assigns, there shall be executed and delivered on behalf of Derba MA such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Derba Florida the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Derba MA and otherwise to carry out the purposes of this Agreement, and the officers and directors of Derba Florida are fully authorized in the name and on behalf of Derba MA or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Derba MA or Derba Florida, or of both, notwithstanding the approval of this Agreement by the shareholders of Derba MA by the sole stockholder of Derba Florida, or by both.

4.4 Registered Office. The registered office of the Surviving Corporation in the State of Florida is located at 5411 Kemkerry Rd., Wesley Chapel, FL 33543 and Joseph J. Derba, Jr., C.P.A. is the registered agent of the Surviving Corporation at such address.

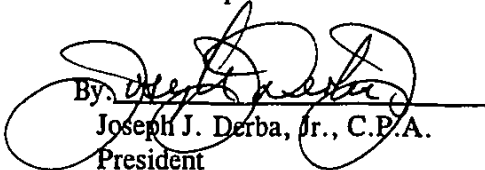
4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5411 Kemkerry Rd., Wesley Chapel, FL 33543 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the General Laws of The Commonwealth of Massachusetts.

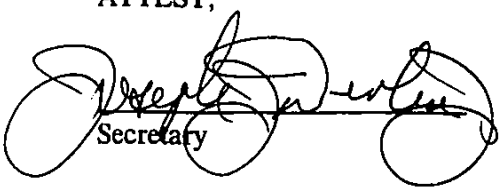
4.6 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Derba Florida and Derba MA, is hereby executed on behalf of each of such two corporations and attached by their respective officers thereunto duly authorized.

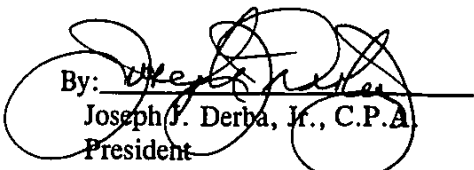
DERBA CONSULTING, P.A.
a Florida corporation

By: 
Joseph J. Derba, Jr., C.P.A.
President

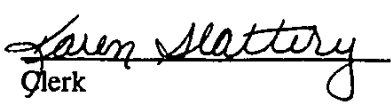
ATTEST;


Secretary

DERBA & COMPANY, CPA'S, P.C.
a Massachusetts corporation

By: 
Joseph J. Derba, Jr., C.P.A.
President

ATTEST;


Clerk

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