

Document Number Only

P97000028589

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name  
TALLAHASSEE, FL 32301

Address  
222-1092

City State Zip Phone

CORPORATION(S) NAME

500002547695--8  
-06/04/98--01056--018  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

500002547695--8  
-06/04/98--01056--018  
\*\*\*\*\*166.25 \*\*\*\*\*166.25

Skeltrak, Inc. (FL)

Merger

merging with & into:

Vertetrak Acquisitions, Inc. (DE)

changing to:

Skeltrak, Inc.

FILED  
98 JUN -4 PM 3:51  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

☐ Profit  
☐ NonProfit  
☐ Limited Liability Co.

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Name Registration

☐ Change of R.A.

☐ Fictitious Name

☐ UCC

(3) ☒ Certified Copy

☐ Photo Copies

☒ XCUS

☐ Call When Ready

☐ Call if Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

for Skeltrak, Inc. after the merger  
is effective

Name Availability	6/4/98
Document Examiner	Don
Updater	Don
Verifier	Don
Acknowledgment	Don
W.P. Verifier	Don

JUN 04 1998

Thank  
Jeff

RECEIVED  
98 JUN -4 AM 11:55  
DIVISION OF CORPORATION

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

SKELTRAK, INC., a Florida corporation P97000028589  
,

INTO

**VERTETRAK ACQUISITIONS, INC.**, a Delaware corporation not qualified in  
Florida

File date: June 4, 1998

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER  
OF  
SKELTRAK, INC.  
(A FLORIDA CORPORATION)  
WITH AND INTO  
VERTETRAK ACQUISITIONS, INC.  
(A DELAWARE CORPORATION)  
UNDER SECTIONS 607.1104 AND 607.1107  
OF THE  
FLORIDA BUSINESS CORPORATION ACT**

98 JUN -4 PM 3:55  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Skeltrak, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter "**Skeltrak**"), and Vertetrak Acquisitions, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter "**Vertetrak**"), do hereby make these Articles of Merger in accordance with the provisions of Sections 607.1104 and 607.1107 of the Florida Business Corporation Act for the purpose of merging Skeltrak, a subsidiary corporation, into Vertetrak, a parent corporation (hereinafter "**Merger**"), and they do hereby certify as follows:

FIRST: Skeltrak was incorporated on the 26th of March, 1997, pursuant to the Florida Business Corporation Act.

SECOND: Vertetrak was incorporated on the 15th day of May, 1998, pursuant to the General Corporation Law of the State of Delaware, the laws of which jurisdiction permit the Merger.

THIRD: Attached hereto as Exhibit A is the Agreement and Plan of Merger by and between Skeltrak and Vertetrak (hereinafter "**Plan of Merger**"). The Plan of Merger was adopted by the respective boards of directors of Skeltrak and Vertetrak on May 26, 1998, in accordance with the laws of the companies' respective jurisdictions of incorporation.

FOURTH: The issued and outstanding shares of Skeltrak consist of forty-three shares of common stock, all of which are owned by Vertetrak.

FIFTH: No shareholder approval of the Plan of Merger is required pursuant to Section 607.1104 of the Florida Business Corporation Act.

SIXTH: Vertetrak, as sole shareholder of Skeltrak, hereby waives the requirement that the Plan of Merger be mailed to the shareholders of Skeltrak.

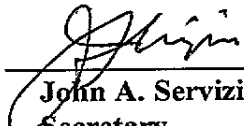
SEVENTH: The effective date of the Merger shall be the date of filing of these Articles with the Office of the Secretary.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed and delivered as of the 26th day of May, 1998.

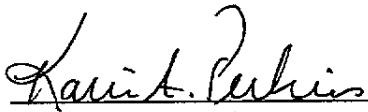
ATTEST:

VERTETRAK ACQUISITIONS, INC.

By: \_\_\_\_\_

  
John A. Servizio  
Secretary

By: \_\_\_\_\_

  
Karin A. Perkins  
President & Chief Executive Officer

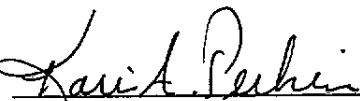
ATTEST:

SKELTRAK, INC.

By: \_\_\_\_\_

  
John A. Servizio  
Secretary

By: \_\_\_\_\_

  
Karin A. Perkins  
President & Chief Executive Officer

**EXHIBIT A**

**Agreement and Plan of Merger**

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (hereinafter "**Agreement**"), dated as of the date below written, by and between **SKELTRAK, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter "**Skeltrak**"); and **VERTETRAK ACQUISITIONS, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter "**Vertetrak**").

### **WITNESSETH:**

**WHEREAS**, Skeltrak, by its Articles of Incorporation filed with the Office of the Secretary of State of Florida on March 26, 1997, has authorized capital stock consisting of ten thousand (10,000) shares of common stock, with an unstated par value per share, of which forty-three (43) of such shares, with a par value of Ten Cents (\$0.10) per share, are now issued and outstanding and all of which are held by Vertetrak;

**WHEREAS**, Vertetrak, by its Certificate of Incorporation filed with the Office of the Secretary of State of Delaware on May 15, 1998, has authorized capital stock consisting of one thousand (1,000) shares of common stock, with a par value of One Dollar (\$1.00) per share, all of which shares are now issued and outstanding and all of which are held by Vertetrak, Inc., a corporation organized and existing under the laws of the State of Delaware;

**WHEREAS**, the Board of Directors of each of Skeltrak and Vertetrak has determined it to be advisable for business reasons and in the best interest of said corporations and their respective shareholders that Skeltrak be merged with and into Vertetrak, pursuant to Section 607.1104 and Section 607.1107 of the Florida Business Corporation Act and 253 of the General Corporation Law of the State of Delaware, and pursuant to the terms and conditions set forth herein, with Vertetrak being the surviving corporation of such merger;

**WHEREAS**, the surviving corporation shall relinquish its corporate name and assume in place thereof the name of the merged corporation, namely "Skeltrak, Inc."; and

**WHEREAS**, the surviving corporation desires to transact business in the State of Florida as a foreign corporation;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

### **ARTICLE I** **MERGER**

1.1 The Merger. As of the Effective Date (as defined in Section 1.3 below), Skeltrak shall be merged with and into Vertetrak and then withdrawn from the State of Florida as provided herein (hereinafter "**Merger**"). Thereupon, the corporate existence of Vertetrak, with

all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger; the corporate identity and existence of Skeltrak, with all its purposes, powers and objects, shall be merged with and into Vertetrak; and Vertetrak, as the corporation surviving the Merger (sometimes herein referred to as "**Surviving Corporation**"), shall be fully vested therewith. The separate existence and corporate organization of Skeltrak shall cease as of the Effective Date.

1.2 Name of the Surviving Corporation. As of the Effective Date, Skeltrak and Vertetrak agree that Vertetrak, as the Surviving Corporation, shall relinquish its corporate name and assume in place thereof the name "Skeltrak, Inc."

1.3 Governing Law. The Surviving Corporation shall be governed by the laws of the State of Delaware.

1.4 Principal Office. The principal office of the Surviving Corporation in the State of Delaware shall be 1209 Orange Street, Wilmington, Delaware 19801.

1.5 Filing. The Merger shall be subject to the approval of a majority of the boards of directors of Skeltrak and Vertetrak. As soon as practicable following the execution of this Agreement (and subject to such approval), Skeltrak and Vertetrak shall cause an Articles of Merger to be executed, acknowledged and delivered for filing to the Office of the Secretary of State of Florida, in accordance with Section 607.1105 of the Florida Business Corporation Act, and shall cause a Certificate of Merger to be executed, acknowledged and delivered for filing to the Office of the Secretary of State of Delaware, in accordance with Section 253 of the General Corporation Law of the State of Delaware.

1.6 Effective Time of the Merger. The Merger shall be effective on the date of filing of the articles and certificate described in Section 1.5 herein. The time at which the Merger becomes effective pursuant to the preceding sentence is herein sometimes referred to as the "**Effective Date**".

**ARTICLE II**  
**ARTICLES OF INCORPORATION;**  
**BY-LAWS; BOARD OF DIRECTORS; OFFICERS;**  
**TRANSACTING BUSINESS IN THE STATE OF FLORIDA**

2.1 Articles of Incorporation. As of the Effective Date, except as otherwise provided in Section 1.2 herein, the Certificate of Incorporation of the Surviving Corporation shall be in the form of the existing Certificate of Incorporation of Vertetrak. From and after the Effective Date, said Certificate of Incorporation, as the same may be amended from time to time as provided by law, separate and apart from this Agreement, shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Corporation.

2.2 By-Laws. As of the Effective Date, the By-Laws of the Surviving Corporation shall be in the form of the existing By-Laws of Vertetrak. From and after the Effective Date, the same may be altered, amended or repealed in accordance with law, the Certificate of Incorporation of the Surviving Corporation or said By-Laws.

2.3 Directors and Officers. As of the Effective Date, the members of the Board of Directors of Vertetrak immediately prior to the Merger shall be the members of the Board of Directors of the Surviving Corporation; and the officers of Vertetrak immediately prior to the Merger shall be the officers of the Surviving Corporation.

2.4 Transacting Business in the State of Florida.

(a) As of the Effective Date, the Surviving Corporation shall transact business in the State of Florida. The place in Florida where the principal office of the Surviving Corporation is to be located is 6747 Old Ranch Road, Sarasota, Florida 34241.

(b) As of the Effective Date, the Surviving Corporation hereby appoints Karin A. Perkins, 6747 Old Ranch Road, Sarasota, Florida 34241, its statutory agent in the State of Florida upon whom any process, notice or demand required or permitted by statute under the laws of the State of Florida to be served upon the Surviving Corporation may be served.

(c) As of the Effective Date, the Surviving Corporation irrevocably consents to service of process in the State of Florida on the statutory agent listed above, as long as the authority of the agent continues, and to service of process upon the Secretary of State of Florida if (i) the agent cannot be found, or (ii) the Surviving Corporation fails to designate another agent when required to do so, or (iii) the Surviving Corporation's license to do business in the State of Florida expires or is canceled.

(d) As of the Effective Date, the Surviving Corporation consents to be sued and served with process in the State of Florida and irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceeding in the State of Florida to enforce against the Surviving Corporation any obligation of any Florida constituent corporation or to enforce the rights of a dissenting shareholder of any Florida constituent corporation.

**ARTICLE III**  
**CONVERSION OF SHARES**

3.1 Conversion. As of the Effective Date, the issued and outstanding shares of the capital stock of Skeltrak and Vertetrak shall become and be converted into shares of stock of the Surviving Corporation or be canceled as follows: (a) the one thousand (1,000) shares of common voting stock of Vertetrak, which shall be outstanding and owned by Vertetrak, Inc. immediately prior to the Effective Date, shall, by virtue of the Merger and without any action by the holder thereof, be and become one thousand (1,000) shares of common voting stock of the Surviving Corporation; and (b) the certificates representing the forty-three (43) shares of the common voting stock of Skeltrak, which shall be outstanding and owned by Vertetrak immediately prior to the Effective Date, shall be canceled.



**ARTICLE IV**  
**CERTAIN EFFECTS OF THE MERGER**

4.1 Effect of the Merger. At and after the Effective Date, and pursuant to the Section 607.1106 of the Florida Business Corporation Act and Section 259 of the General Corporation Law of the State of Delaware, the Surviving Corporation shall possess all the rights, privileges, immunities, powers and purposes of each of Vertetrak and Skeltrak; all the property, real and personal, including subscriptions to shares, causes of action and every other asset of Vertetrak and Skeltrak, shall vest in the Surviving Corporation without further act or deed; the Surviving Corporation shall assume and be liable for all the liabilities, obligations and penalties of Vertetrak and Skeltrak; and Skeltrak shall be withdrawn from business in the State of Florida. No demand for any cause existing against either Vertetrak or Skeltrak, or any shareholder, officer or director thereof, shall be released or impaired by the Merger; and no action or proceeding, whether civil or criminal, then pending by or against Vertetrak or Skeltrak, or any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or compromised as if the Merger had not occurred; or the Surviving Corporation may be substituted in any such action or special proceeding in place of Vertetrak or Skeltrak.

4.2 Skeltrak Note. The promissory note, including accrued and unpaid interest, in the principal amount of Thirty-Five Thousand Dollars (\$35,000.00) and dated March 20, 1998, issued by Skeltrak to J. Stoan Corp. and assigned by J. Stoan Corp. to Vertetrak, Inc. and then assigned by Vertetrak, Inc. to Vertetrak shall be canceled.

4.3 Further Assurances. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property rights of Vertetrak or Skeltrak acquired or to be acquired by reason of, or as of result of, the Merger, Vertetrak and Skeltrak agree that they and their proper officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement; and that the proper officers and directors of Vertetrak and Skeltrak and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Vertetrak, Skeltrak, the Surviving Corporation or otherwise to take any and all such action.

**ARTICLE V**  
**MISCELLANEOUS**

5.1 Extensions and Waivers. The parties hereto may, by written agreement signed by all parties, (a) extend the time for the performance of any of their obligations or other acts hereunder; (b) waive compliance with, or modify any of the covenants or agreements contained in, this Agreement; or (c) waive or modify performance of any of the obligations or other acts of such parties hereto.

5.2 Amendment. The Boards of Directors of Vertetrak and Skeltrak may jointly amend this Agreement at any time prior to the filing of the Articles of Merger with the Office of the Secretary of State of Florida and the Certificate of Merger with the Office of the Secretary of State of Delaware.

5.3 Termination. At any time prior to the filing of the Articles of Merger with the Office of the Secretary of State of Florida and the Certificate of Merger with the Office of the Secretary of State of Delaware, this Agreement may be terminated by the Board of Directors of either Skeltrak or Vertetrak.

5.4 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assignees.

5.5 Governing Law, Section Headings. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware; provided, however, that the Delaware conflict of laws provisions shall not be applicable so as to require the application of the law of any other jurisdiction. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be binding upon any of the signatories hereto unless and until it has been executed by all of the entities and persons whose signatures are provided for below. -

5.7 Entire Agreement. This Agreement contains the entire agreement among the parties hereto and supersedes all prior agreements and undertakings among the parties hereto relating to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of this 26th day of May, 1998.

SKELTRAK, INC.

VERTETRAK ACQUISITIONS, INC.

By: Karin A. Perkins  
Karin A. Perkins  
President

By: John A. Servizio  
John A. Servizio  
Treasurer