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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

ARCA Acquisition Corporation

Merger

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ARTICLES OF MERGER
Merger Sheet

MERGING:

ARCA ACQUISITION CORPORATION, a Florida corporation P98000047072
,

INTO

ARCA SYSTEMS, INC.. a California corporation not qualified in Florida

File date: June 17, 1998

Corporate Specialist: Annette Hogan

FILED
98 JUN 17 PM 3:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
ARCA ACQUISITION CORPORATION
AND
ARCA SYSTEMS, INC.
AND
CYBERGUARD CORPORATION

Pursuant to the provisions of the Florida Business Corporation Act, ARCA Acquisition Corporation, a Florida corporation ("Acquisition" or "Merging Company"), ARCA Systems, Inc., a California corporation ("ARCA" or "Surviving Corporation"), and CyberGuard Corporation, a Florida corporation ("CyberGuard") submit the following articles of merger.

FIRST: Annexed hereto and made a part hereof is the Plan of Merger for merging ("Merger") Acquisition with and into ARCA.

SECOND: The shareholders of Acquisition entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by a unanimous written consent of shareholders, dated as of May 29, 1998.

THIRD: The shareholders of ARCA entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent dated June 15, 1998.

FOURTH: The merger of Acquisition into ARCA is permitted by the laws of the jurisdiction of organization of ARCA and has been authorized in compliance with said laws.

FIFTH: The Merger shall become effective at 5:00 p.m., Eastern Time, on the date these Articles of Merger are filed with the Florida Secretary of State.

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Executed on this 15th day of June, 1998.

ARCA ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

ARCA SYSTEMS, INC.

By: William F. Wilson
Name: William F. Wilson
Title: President

CYBERGUARD CORPORATION

By: _____
Name: _____
Title: _____

Executed on this 15th day of June, 1998.

CORPORATION

ARCA

ACQUISITION

By: [Signature]
Name: P. L. CARROLL
Title: President

ARCA SYSTEMS, INC.

By: _____
Name: _____
Title: _____

CYBERGUARD CORPORATION

By: [Signature]
Name: A. L. CARROLL
Title: CEO

PLAN OF MERGER
OF
CYBERGUARD CORPORATION
AND
ARCA ACQUISITION CORPORATION
AND
ARCA SYSTEMS, INC.

This PLAN OF MERGER entered into on June 15, 1998 by and among CyberGuard Corporation, a Florida corporation ("CyberGuard"), ARCA Acquisition Corporation, a Florida corporation and a wholly-owned subsidiary of Cyberguard ("Acquisition"), and ARCA Systems, Inc., a California corporation ("ARCA"), as approved by the Board of Directors of each of said corporations:

FIRST: Acquisition, which is a corporation incorporated in the State of Florida, and which is sometimes hereinafter referred to as the "disappearing corporation", shall be merged ("Merger") with and into ARCA, which is a corporation incorporated in the State of California, and which is sometimes hereinafter referred to as the "surviving corporation". The laws of the jurisdiction of incorporation of the disappearing corporation permit the merger of a business corporation of said jurisdiction with and into a business corporation of another jurisdiction. The Merger shall be effectuated in accordance with the terms hereof and the terms of an Agreement and Plan of Merger, by and among CyberGuard, Acquisition, ARCA, William F. Wilson, Michael L. Weidner and R. Kenneth Bauer dated as of May 29, 1998 ("Agreement of Merger").

SECOND: The separate existence of the disappearing corporation shall cease upon the effective time ("Effective Time") of the Merger in accordance with the provisions of the laws of the jurisdiction of incorporation of said corporation. The Effective Time of the Merger shall be 5:00 p.m., Eastern Time, on the date of the filing hereof with the California Secretary of State.

THIRD: The surviving corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of California.

FOURTH: The Articles of Incorporation of the surviving corporation upon the Effective Time of the Merger in the State of California shall be amended and changed in their entirety upon the Effective Time of the Merger, to read as set forth on Exhibit A hereto and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of

the General Corporation Law of the State of California.

FIFTH: The bylaws of the surviving corporation upon the Effective Time of the Merger in the State of California shall be amended and changed in their entirety upon the Effective Time of the Merger to the bylaws of Acquisition, as such has been amended, and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

SIXTH: The directors and officers in office of the disappearing corporation upon the Effective Time of the Merger in the State of California shall become the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation. The names and addresses of the members of the Board of Directors and officers are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Robert R. Carberry	Director/President	2000 West Commercial Boulevard Fort Lauderdale, Florida 33309
William Murray	Director/Vice President/ Secretary/Treasurer	2000 West Commercial Boulevard Fort Lauderdale, Florida 33309
Steve Gallers	Assistant Secretary	2000 West Commercial Boulevard Fort Lauderdale, Florida 33309

SEVENTH: At the Effective Time of the Merger, each share of ARCA common stock, no par value per share ("ARCA Common Stock"), which is issued and outstanding immediately prior to the Effective Time of the Merger (other than Dissenting Shares as defined below and other than such shares owned by ARCA or CyberGuard or any of its subsidiaries) shall be canceled and retired and converted without any action on the part of the holder thereof into and be exchangeable for .11819 shares of common stock ("CyberGuard Common Stock"), par value \$.01 per share, of CyberGuard (the "Stock Conversion Ratio") (rounded to the nearest thousandth of a share), subject to the payment of cash in lieu of fractional shares as described below.

At the Effective Time of the Merger, each share of Series A Preferred Stock of ARCA, no par value per share ("ARCA Series A Preferred Stock"), which is issued and outstanding immediately prior to the Effective Time of the Merger (other than Dissenting Shares and other than such shares owned by ARCA or CyberGuard or any of its subsidiaries) shall be canceled and retired and converted without any action on the part of the holder thereof into and be exchangeable for .54817 shares of CyberGuard Common Stock (rounded to the nearest thousandth of a share), subject to the payment of cash in lieu of fractional shares as described below.

At the Effective Time of the Merger, each share of Series B Preferred Stock of ARCA, no par value per share ("ARCA Series B Preferred Stock", and along with the ARCA Series A Preferred Stock, the "ARCA Preferred Stock"), which is issued and outstanding immediately prior to the Effective Time of the Merger (other than Dissenting Shares and other than such shares owned by ARCA or CyberGuard or any of its subsidiaries) shall be canceled and retired and converted without any action on the part of the holder thereof into and be exchangeable for .19361 shares of CyberGuard Common Stock (rounded to the nearest thousandth of a share), subject to the payment of cash in lieu of fractional shares as described below.

At the Effective Time, the Loans (as defined and specified in the Agreement of Merger) outstanding immediately prior to the Effective Time shall be converted into and be exchangeable for 8,577 shares of CyberGuard Common Stock.

EIGHTH: At the Effective Time of the Merger, each unexpired and unexercised option to purchase shares of ARCA Common Stock, whether or not then exercisable (an "ARCA Option"), shall be assumed by CyberGuard and each ARCA Option shall be canceled and retired and converted automatically into an option ("Substitute Option") to purchase a number of shares of CyberGuard Common Stock equal to the number of shares of ARCA Common Stock that could have been purchased under the ARCA Option multiplied by the Stock Conversion Ratio (except that upon exercise, any options to purchase fractional shares resulting from the aggregate of any such adjustment shall be eliminated), at a price per share of CyberGuard Common Stock equal to the per share option exercise price under the ARCA Option, divided by the Stock Conversion Ratio (with the resulting exercise price rounded to the nearest whole cent); provided that in the case of any ARCA Option intended to qualify as an incentive stock option under Section 422 of the Code, the option price, the number of shares purchasable pursuant to such option and the terms and conditions of exercise of such option shall be determined in compliance with Section 424(a) of the Code. The duration, vesting and other terms of the Substitute Options shall be the same as the original ARCA Options, except that references to ARCA shall be deemed to be references to CyberGuard.

NINTH: At the Effective Time of the Merger, each share of common stock, par value \$.01 per share ("Acquisition Common Stock"), of Acquisition that is issued and outstanding immediately prior to the Effective Time of the Merger shall thereafter represent one validly issued, fully paid and nonassessable share of common stock of the surviving corporation. The capital stock of CyberGuard shall not be effected by the Merger.

TENTH: The exchange agent selected by CyberGuard shall take such action as is specified in the Plan of Merger to effectuate the exchange of certificates which, immediately prior to the Effective Time of the Merger, represented shares of ARCA Common Stock and ARCA Preferred Stock, for certificates representing shares of CyberGuard Common Stock.

ELEVENTH: Notwithstanding any other provision hereof, no certificates or scrip

representing fractional shares of CyberGuard Common Stock shall be issued upon the conversion of shares which prior to the Effective Time of the Merger shall have represented any then outstanding shares of ARCA Common Stock or ARCA Preferred Stock, no dividend or distribution of CyberGuard shall relate to any fractional share otherwise issuable pursuant to the terms hereof and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of CyberGuard. In lieu of any fractional shares, there shall be paid to each holder of shares of ARCA Common Stock or ARCA Preferred Stock, who otherwise would be entitled to receive a fractional share of CyberGuard Common Stock, an amount of dollars in cash (without interest) determined by multiplying such fraction by \$ 13.39.

TWELFTH: Notwithstanding anything herein to the contrary and unless otherwise provided by applicable law, each share of ARCA Common Stock and ARCA Preferred Stock which is owned by shareholders of ARCA who, pursuant to applicable law, have exercised such holder's dissenter's rights in accordance with Chapter 13 of the California General Corporation Law and who, as of the Effective Time, have not effectively withdrawn or lost such dissenter's rights (the "Dissenting Shares"), shall not be converted into the right to receive, or be exchangeable for, the merger consideration specified in Article SEVENTH but, instead, the holders thereof shall be entitled to such rights as are provided in Chapter 13 of the California General Corporation Law. CyberGuard shall have the right to participate in any proceeding involving dissenters' rights.

THIRTEENTH: In the event that the Merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of the disappearing corporation and in accordance with the provisions of the General Corporation Law of the State of California, the disappearing corporation and the surviving corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

FOURTEENTH: The Board of Directors and the proper officers of the disappearing corporation and of the surviving corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the Merger herein provided for.

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IN WITNESS WHEREOF, this Plan of Merger was executed by the parties hereto on the date set forth below.

Executed on this 15th day of June, 1998.

ARCA SYSTEMS, INC.

By: William F. Wilson
Name: William F. Wilson
Title: President

Executed on this 15th day of June, 1998.

CYBERGUARD CORPORATION

By: _____

Name: _____
Title: _____

Executed on this 15th day of June, 1998.

ARCA ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

Executed on this 15th day of June, 1998.

ARCA SYSTEMS, INC.

By: _____
Name: _____
Title: _____

Executed on this 15th day of June, 1998.

CYBERGUARD CORPORATION

By: [Signature]
Name: D.L. Cope
Title: CEO

Executed on this 15th day of June, 1998.

ARCA ACQUISITION CORPORATION

By: [Signature]
Name: D.L. Cope
Title: PRES. Chairman

EXHIBIT A

CHARTER

**ARTICLES OF INCORPORATION
OF
ARCA SYSTEMS, INC.**

I.

The name of this corporation is ARCA Systems, Inc.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

This corporation's initial agent for service of process is: Eric Schlesener, 4477 Gladstone Court, Carlsbad, California 92008.

IV.

This corporation is authorized to issue one class of shares, which shall be known as Common Stock. The total number of shares of Common Stock which this corporation is authorized to issue is One Thousand (1,000) shares, no par value.

V.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. This corporation is also authorized, to the fullest extent permissible under California law, to indemnify its agents (as defined in Section 317 of the California Corporations Code), whether by by-law, agreement or otherwise, for breach of duty to this corporation and its shareholders in excess of that expressly permitted by Section 317 and to advance defense expenses to its agents in connection with such matters as they are incurred, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code. If, after the effective date of this Article, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law

as so amended.

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