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MERGER OR SHARE EXCHANGE
ACCUSOFT CORPORATION

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Accusoft Corporation
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jenni Ferguson
Contact Person

Trusted Counsel
Firm/Company

1201 Peachtree St NE Suite 500
Address

Atlanta GA 30361
City/State and Zip Code

NA
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jenni Ferguson At 404, 961 7604
Name of Contact Person Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314


ARTICLES OF MERGER
OF
ACCUSOFT ACQUISITION, INC. *D11 - 72069*
INTO
ACCUSOFT CORPORATION *D98 - 104623*


The undersigned officers of ACCUSOFT ACQUISITION, INC., a Florida corporation (the "Merging Corporation"), and ACCUSOFT CORPORATION, a Florida corporation (the "Surviving Corporation"), do hereby submit these Articles of Merger in accordance with Sections 607.1105 and 607.1109 of the Florida Business Corporation Act.

1. The street address of the principal office of the Merging Corporation is 4001 North Riverside Drive, Tampa, Florida 33603.
2. The street address of the principal office of the Surviving Corporation is 4001 North Riverside Drive, Tampa, Florida 33603.
3. The Merging Corporation is a wholly owned subsidiary of the Surviving Corporation.
4. An Agreement and Plan of Merger (the "Agreement"), a copy of which is attached hereto as Exhibit A and by reference made a part hereof, meets the requirements of Sections 607.1101-1104 of the Florida Business Corporation Act, and was duly adopted by the Boards of Directors of each of the Merging Corporation and the Surviving Corporation on March 21, 2014, and the Shareholders of the Merging Corporation and the Surviving Corporation on March 21 2014.
5. The Merging Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be the surviving corporation (the "Merger").
6. The Merger shall be effective as of the 31st day of March, 2014.
7. The separate existence of the Merging Corporation shall cease at the time the Merger takes effect pursuant to Section 607.1106 of the Florida Business Corporation Act, and the Surviving Corporation shall continue its existence as the surviving corporation.

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IN WITNESS WHEREOF, pursuant to Section 607.0120 of the Florida Business Corporation Act, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by its duly authorized officer, effective as of the date hereinabove first written.

ACCUSOFT CORPORATION
By: 
John A. Berlin, President & CEO

ACCUSOFT ACQUISITION, INC.
By: 
John A. Berlin, President & CEO

3/31/2014 10:43:19 From: To: 8506176380

(5/10)

Exhibit A

Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER
OF
ACCUSOFT ACQUISITION, INC.
WITH AND INTO
ACCUSOFT CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is effective as of the 31st day of March, 2014, by and between ACCUSOFT ACQUISITION, INC., a Florida corporation (the "Merged Corporation"), and ACCUSOFT CORPORATION, a Florida corporation (the "Surviving Corporation") (said corporations being hereinafter sometimes collectively referred to in this Agreement as the "Constituent Corporations"), in accordance with Section 607.1101 of the Florida Business Corporation Act.

WHEREAS, the Merged Corporation is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, the Merged Corporation is a wholly owned subsidiary of the Surviving Corporation;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations that the Merged Corporation be merged with and into the Surviving Corporation on the terms and conditions of this Agreement (the "Merger").

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is hereby agreed by and between the parties hereto and subject to the conditions hereinafter set forth and in accordance with the Florida Business Corporation Act, that the Merged Corporation shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into the Surviving Corporation (with the Surviving Corporation subsequent to such merger being referred to in this Agreement as the "Surviving Corporation"), the corporate existence of which shall be continued under the name "ACCUSOFT CORPORATION", and thereafter the individual existence of the Merged Corporation shall cease. The terms and conditions of the Merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting shares of the Merged Corporation into securities of the Surviving Corporation are and shall be as follows:

1. Merger. On the Effective Date, the Merged Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall continue in existence as a Florida corporation under the Articles of Incorporation and Bylaws of the Surviving Corporation, and the Merger shall in all respects have the effect provided for in Section 607.1106 of the Florida Business Corporation Act. Without limiting the foregoing, on and after the Effective Date, the separate existence of the Merged Corporation shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess, without further act or deed, all of the rights,

privileges, immunities, franchises, trusts and properties possessed by the Merged Corporation immediately prior to the Merger. All property, real, personal and mixed, including all choses in action, all debts due on whatever account and all and every other interest or right belonging to or due to the Constituent Corporations, including all liens, mortgages, security interests and properties held as collateral for debts owed to each such corporation, shall be deemed to be vested in the Surviving Corporation without further act or deed, and the title to all real property or interests therein owned by the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, and the Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations, and any claim, cause of action or proceeding pending by or against any of the Constituent Corporations may be continued as if the Merger had not taken place, or the Surviving Corporation may be substituted as a party in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

2. Terms of Transaction.

(a) 100% of the issued and outstanding shares of Merged Corporation prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled, and no cash or securities or other property shall be issued in respect thereof.

(b) 100% of the issued and outstanding shares of Surviving Corporation immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, remain outstanding without any change thereto.

3. Articles of Incorporation; Bylaws.

(a) The Articles of Incorporation of the Surviving Corporation shall on the Effective Date be the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be governed by the provisions thereof.

(b) From and after the Effective Date, the Bylaws of the Surviving Corporation as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

4. Board of Directors; Officers. The persons who are directors and officers of the Surviving Corporation immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation.

5. Effective Date and Time. The Merger shall be effective as of 12:00 p.m. EST on the 31st day of March, 2014, for taxation, accounting and all other purposes (the "Effective Date").

6. **Publication.** The State of Florida does not require publication of a Notice of Merger. An original executed Certificate of Merger and this Agreement shall be filed with the Florida Department of State.

Representations and Warranties of Surviving Corporation. In connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the Surviving Corporation represents and warrants the following to the Merged Corporation as of the date hereof:

(a) The Surviving Corporation is a corporation duly formed and validly existing under the laws of the State of Florida, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification;

(b) The Surviving Corporation has the necessary corporate authority to enter into this Agreement and to comply with the obligations imposed hereby;

(c) The Surviving Corporation has the full and unrestricted legal right and authority to enter into this Agreement and to comply with the obligations imposed hereby;

(d) The execution and delivery of this Agreement by the Surviving Corporation will not constitute a violation of, or create a default under, any agreement or instrument to which the Surviving Corporation is a party or by which the Surviving Corporation is bound; and

(e) This Agreement has been duly and validly executed and delivered by the Surviving Corporation and constitutes a valid and binding obligation of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with its terms.

7. **Representations and Warranties of Merged Corporation.** In connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the Merged Corporation hereby represents and warrants to the Surviving Corporation as of the date hereof:

(a) The Merged Corporation is a corporation duly formed and validly existing under the laws of the State of Florida, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification;

(b) The Merged Corporation has the necessary corporate authority to enter into this Agreement and to comply with the obligations imposed hereby;

(c) The Merged Corporation has the full and unrestricted legal right and authority to enter into this Agreement and to comply with the obligations imposed hereby;

(d) The execution and delivery of this Agreement by the Merged Corporation will not constitute a violation of, or create a default under, any agreement or instrument to which the Merged Corporation is a party or by which the Merged Corporation is bound; and

(e) This Agreement has been duly and validly executed and delivered by the Merged Corporation and constitutes a valid and binding obligation of the Merged Corporation, enforceable against the Merged Corporation in accordance with its terms.

8. **Notices.** All notices, waivers, consents, or requests required or permitted hereunder shall be: (a) in writing, (b) addressed to the intended recipient at the address listed below such party's signature hereof, and (c) deemed effective only when personally delivered, one (1) business day following the business day when deposited with a commercially respected overnight courier, service fees prepaid, or three (3) business days following the business day when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid.

9. **Additional Documents.** Each party agrees to execute all instruments that may be reasonably required in order to carry out the purposes and intent of this Agreement and to fulfill the obligations of the parties hereunder.

10. **Modification.** This Agreement may not be modified or terminated orally and no modification, termination, or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

11. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

12. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the matters described herein and supersedes all prior agreements, oral or written, between the parties relating to such matters.


13. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officer, effective as of the date hereinabove first written.

ACCUSOFT CORPORATION

By:


John A. Berlin, President & CEO

ACCUSOFT ACQUISITION, INC.

By:


John A. Berlin, President & CEO