

✓ 19458

Document Number Only

CT Corporation System

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32310 222-1092

City State Zip Phone

CORPORATION(S) NAME

000002800050--3

-03/10/99--01001--012

*****70.00 *****70.00

000002800050--3

-03/10/99--01001--013

*****8.75 *****8.75

Six Sigma, Inc

☐ Profit
☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Limited Liability Company

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Name Registration

☐ Change of R.A.

☐ Fictitious Name

☐ UCC-1 Financing Statement

☐ UCC-3 Filing

☒ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☒ Call if Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name
Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

Please Return Extra Copies
File Stamped.

Thank You!!

DIVISION OF CORPORATION

69 MAR -9 PM 3:16

RECEIVED

EFFECTIVE DATE

4-1-99

FILED
99 MAR -9 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

SIX SIGMA, INC., a Florida corporation, V19458

INTO

THE CONSORTIUM. a New Jersey corporation not qualified in Florida

File date: March 9, 1999, effective April 1, 1999

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER
(Profit Corporations)

EFFECTIVE DATE

4-1-99

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

The Consortium

New Jersey

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Six Sigma, Inc.

Florida

FILED
99 MAR -9 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

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

OR 4 / 1 / 99 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on February 1, 1999

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 1, 1999

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

The Consortium

Leon Kopyt, President

Six Sigma, Inc.

Leon Kopyt, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated 2/1, 1999 is between THE CONSORTIUM, a New Jersey corporation ("Consortium") on the one hand, and SIX SIGMA, INC., a Florida corporation ("Sigma") on the other.

WHEREAS Consortium is a corporation organized and existing under the laws of the State of New Jersey, with an authorized capital of 100,000 shares of common stock having a par value of \$1.00 each of which 10,927 shares are issued and outstanding; and

WHEREAS Sigma is a corporation organized and existing under the laws of the State of Florida, with an authorized capital of 1,000,000 shares of common stock having a par value of \$.01 each of which 400 shares are issued and outstanding; and

WHEREAS the respective Boards of Directors of Consortium and Sigma have determined that it is advisable that Sigma be merged into Consortium on the terms and conditions hereafter set forth in accordance with Section 14A:10-1 of the New Jersey Business Corporation Act.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby the parties agree as follows:

1. Sigma shall be merged with and into Consortium, which shall continue as the surviving corporation under the laws of the State of New Jersey. The terms and conditions of the merger, the mode of carrying the same into effect, the manner of cancelling the shares of capital stock of Sigma and all other provisions deemed desirable in connection therewith are set forth in this Plan and Agreement of Merger.

2. The corporate existence, registered office in New Jersey, Certificate of Incorporation and Bylaws of Consortium shall be unaffected by the merger.

3. The directors and officers of Consortium shall, upon the Effective Date, continue to serve as directors and officers of Consortium until successors are elected and shall qualify. If by reason of death or otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created will be filled after the merger becomes effective in accordance with the Bylaws of Consortium.

4. The merger shall not affect the number of authorized shares of Consortium.

5. On the Effective Date, each issued and outstanding shares of capital stock of Sigma shall be cancelled.

6. Upon the Effective Date, the stock transfer books of Sigma shall be and shall be deemed to be closed and no transfer of shares of the capital stock of Sigma shall thereafter be made, effected or consummated.

7. At the Effective Date:

- (a) the separate existence of Sigma shall cease;
- (b) Consortium shall possess all the rights, privileges, powers and franchises of Sigma;
- (c) all the property, real, personal and mixed, and franchises of Sigma and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choses in action belonging to it, shall be taken and deemed to be transferred and vested in Consortium by operation of law and without further acts or deeds;
- (d) all such rights, privileges, powers and franchises, and all and every other interest of Sigma shall be thereafter as effectually the property of Consortium as they were of Sigma;
- (e) the title to and interest in any real estate vested by deed, lease or otherwise in Sigma shall not revert or be impaired;
- (f) Consortium shall be responsible for all the liabilities and obligations of Sigma, but the liabilities of Sigma, or its shareholders, directors or officers shall not be affected by the merger, nor shall the rights of Sigma, the officers and directors of Sigma; and
- (g) at the expense of Consortium, Sigma shall execute and deliver all such instruments and take all such actions as Consortium may determine to be necessary or desirable in order to vest in and confirm Consortium's title to and possession of all such properties, assets, rights, privileges and franchises, and

otherwise carry out the purpose of this Plan and Agreement of Merger.

8. This Plan and Agreement of Merger shall be submitted to the stockholders of Consortium and Sigma entitled to vote thereon as provided by the applicable laws of the State of New Jersey and the State of Florida. If this Plan and Agreement of Merger is duly adopted by the requisite vote of such stockholders and is not terminated in accordance with paragraph 9 hereof, a certificate of the merger shall be filed with the Secretary of State of Florida and the Secretary of State of New Jersey.

This merger shall become effective on the date specified herein (the "Effective Date").

9. This Plan and Agreement of Merger may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after the approval thereof by the shareholders of the Board of Directors of Sigma or Consortium. In the event of such termination, written notice thereof shall forthwith be given by the terminating party to the other. Any such termination shall be without liability on the part of either of the parties, each of which shall bear its own expenses separately incurred in connection herewith, or of its directors, officers or shareholders in connection with this Plan and Agreement of Merger.

10. Any number of counterparts of this Plan and Agreement of Merger may be executed, each of which shall be deemed to be an original, but all of which taken together shall constitute but one instrument.

11. The Effective Date shall be April 1, 1999.

IN WITNESS WHEREOF, the parties have caused this Plan and Agreement of Merger to be executed by their duly authorized the day and year first above written.

THE CONSORTIUM

BY: 

TITLE: CFO

SIX SIGMA, INC.

BY: 

TITLE: Stanton Pomeroy

[NSB\RCM\MERGER CONSORTIUM 9 SIX SIGMA]