

P97000036338

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CONTRACT MANAGEMENT
s o l u t i o n s inc.

Corporate Headquarters:

3586 Aloma Ave, Suite 10
Winter Park, FL 32792-4010
Telephone +1.407.478.0250
Facsimile +1.407.478.0251
Direct: +1.407.478.0250 ext. 303
e.mail david.Bolton@cmsi.com

November 27, 2002

State of Florida
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

Attentions: Amendment Section

Re: Contract Management Solutions of Central Florida, Inc. (P97000036338) and Contract Management Solutions, Inc. (P02000042133), Articles of Merger, Articles of Amendment - Name Change

To Whom It May Concern:

Attached please find:

1. Transmittal Letter
2. Articles of Merger (2 copies) - Contract Management Solutions of Central Florida, Inc. (surviving corporation) and Contract Management Solutions, Inc. (merging corporation)
 - a. Payment of \$78.75 representing \$35.00 per corporation and \$8.75 fee for a Certified Copy
3. Articles of Amendment - changing the name of Contract Management Solutions of Central Florida, Inc. to Contract Management Solutions, Inc.
 - a. Payment of \$35.

Please return all correspondence concerning this matter and the certified copy of the Articles of Merger to my attention at the above address. Should you have any questions, please feel free to contact me directly at the phone number above.

Regards,

David A. Bolton, Esq.
General Counsel, Finance and Administration

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

CONTRACT MANAGEMENT SOLUTIONS, INC., a Florida Corporation
(Document #P02000042133)

INTO

CONTRACT MANAGEMENT SOLUTIONS OF CENTRAL FLORIDA, INC., a
Florida entity, P97000036338

File date: December 2, 2002

Corporate Specialist: Irene Albritton

ARTICLES OF MERGER

(Profit Corporations)

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CONTRACT MANAGEMENT SOLUTIONS OF CENTRAL FLORIDA, INC.	Florida	P97000036338

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Contract Management Solutions, Inc.	Florida	P02000042133
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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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 _____ / n/a / _____ (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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
November 27, 2002 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
November 27, 2002 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

CONTRACT MANAGEMENT
SOLUTIONS OF CENTRAL FLORIDA, INC.
CONTRACT MANAGEMENT
SOLUTIONS, INC.

[Handwritten signature]

Steven L. Rosbury, President CEO, Chairman

Steven L. Rosbury, President CEO, Chairman

**AGREEMENT AND PLAN OF MERGER AND REORGANIZATION
OF**

CONTRACT MANAGEMENT SOLUTIONS, INC.
(Florida Document Number P02000042133)
WITH AND INTO

CONTRACT MANAGEMENT SOLUTIONS OF CENTRAL FLORIDA, INC
(Florida Document Number P97000036338)

This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement") is entered into as of this 27th day of November, 2002, by and between Contract Management Solutions of Central Florida, Inc., a Florida corporation (the "Surviving Corporation"), and Contract Management Solutions, Inc., a Florida corporation ("Company").

WHEREAS, Steven L. Rosbury, is President, CEO, sole Board Member and shareholder of both Surviving Corporation and Company;

WHEREAS, Steven L. Rosbury has determined that it is advisable and in the best interests of the two corporations to enter into a business combination by means of a Merger ("the Merger") of the Company with and into Surviving Corporation and has approved and adopted the Merger, this Agreement and the transactions contemplated hereby;

WHEREAS, it is clear there will be cost savings as a result of the Merger;

WHEREAS, the Merger does not have tax avoidance as a principle purpose;

WHEREAS, the Surviving Corporation will use the Company's assets to continue the historic business of the Company after the Merger;

WHEREAS, the shareholders of the Company will retain a continuing equity interest in the Surviving Corporation; and

WHEREAS, for United States federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code and that this Agreement shall be, and hereby is, adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. The Board of Directors of the Surviving Corporation and the Company believe it is in the best interest of their respective companies that Company merge with and into the

Surviving Corporation as hereinafter specified with the Surviving Corporation being the entity which survives the Merger.

2. Company and the Surviving Corporation desire to make certain agreements in connection with the Merger.

3. At the Effective Date (as defined below in Section 4) and subject to and upon the terms and conditions of this Agreement, the Articles of Merger to be filed with the Florida Division of Corporations attached hereto (the "Articles of Merger"), and all other filings or recordings required under the Florida Business Corporations Act shall have been adopted and approved Company shall be merged with and into the Surviving Corporation with the Surviving Corporation being the surviving entity. The terms and conditions of the Merger are as follows:

- (a) the separate existence of Company shall cease, and the Surviving Corporation shall continue operations and possess all the rights, licenses, privileges, powers of the Company, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of Company;

- (b) all property of Company, real, intellectual, personal and mixed, all debts due to Company on whatever account and all other things in action or belonging to Company shall be vested in the Surviving Corporation;

- (c) all debts, liabilities, duties and other obligations of Company under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or other instruments to which Company is a party or by which it is bound shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation;

- (d) the Surviving Corporation expressly assumes all debts, liabilities, duties and other obligations of Company under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which Company is a party or by which it is bound; and

- (e) any claim existing or action or proceeding pending by or against Company may be proceeded with the Surviving Corporation substituted in place of Company.

4. Effective Date of Merger. The Merger shall be effective on November 30, 2002 (the "Effective Date of Merger"). The parties hereto shall cause the Merger to be consummated by filing the Articles of Merger in accordance with the relevant provisions of the Florida Business Corporations Act.

5. Certificate of Incorporation. Upon the effectiveness of the Merger, the Certificate of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

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

7. Directors and Officers. The directors and officers of Surviving Corporation immediately prior to the Effective Date of Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

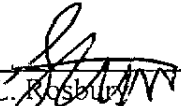
8. Company Stock. Upon the Effective Date of Merger, each share of Company Common Stock, \$0.01 par value, outstanding immediately prior thereto shall, by virtue of the Merger, be surrendered by Steven L. Rosbury to the Surviving Corporation and changed/converted into one fully paid and nonassessable share of Common Stock, \$0.01 par value, of the Surviving Corporation..

(a) At the time of the Merger, Company will not have outstanding any stock options, warrants, convertible securities or any other right that is convertible into any class of stock or securities of Company.

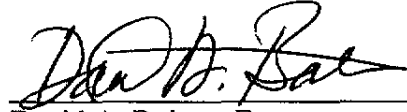
9. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Contract Management Solutions of Central Florida, Inc and Contract Management Solutions, Inc., is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

CONTRACT MANAGEMENT SOLUTIONS OF CENTRAL
FLORIDA, INC.
a Florida corporation

By: 
Steven L. Rosbury
President and Chief Executive Officer

ATTEST:



David A. Bolton, Esq.
General Counsel, Corporate Secretary

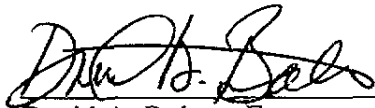
CONTRACT MANAGEMENT SOLUTIONS, INC.
a Florida corporation

By:



Steven L. Rosbury
President and Chief Executive Officer

ATTEST:



David A. Bolton, Esq.
General Counsel, Corporate Secretary

OFFICERS' CERTIFICATE

Steven L. Rosbury and David A. Bolton certify that:

1. They are the President, Chief Executive Officer and General Counsel, Corporate Secretary, respectively, of Contract Management Solutions of Central Florida, Inc. and Contract Management Solutions, Inc., corporations organized under the laws of the State of Florida.

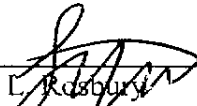
2. The Company has authorized ten million (10,000,000) shares of capital stock, consisting of Seven Million Five Hundred Thousand (7,500,000) Class A voting shares and Two Million Five Hundred Thousand (2,500,000) Class B non-voting shares of Common Stock, par value \$.01 per share (collectively, the "Common Stock"). As of the Effective Date of Merger all issued and outstanding shares of Common Stock of the Company are owned beneficially by Steven L. Rosbury in the following amounts:

Number of Shares: 10,000
Type: Class A Common Voting

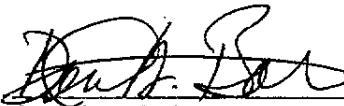
3. The principal terms of the Merger Agreement were approved by the Board of Directors and shareholder approval was not required as Steven L. Rosbury, is President, CEO, sole Board Member and stockholder of both Surviving Corporation and Company.

4. The undersigned further declare under penalty of perjury under the laws of the State of Florida that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Winter Park, Florida, on November 27, 2002.



Steven L. Rosbury
President and Chief Executive Officer



David A. Bolton, Esq.
General Counsel, Corporate Secretary