

P98000065147

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400040350994

FILED

04 AUG 31 AM 10:42

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

04 AUG 31 PM 6:51

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Merger

G. Gouletto AUG 31 2004



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 867198 7199649

AUTHORIZATION :

COST LIMIT : \$ 78.75

Patricia Pigato

ORDER DATE : August 30, 2004

ORDER TIME : 3:33 PM

ORDER NO. : 867198-005

CUSTOMER NO: 7199649

CUSTOMER: Ms. Nico Lecon
Hunton & Williams
Suite 2500, Barclays Financial
Center 1111 Brickell Ave
Miami, FL 33131

ARTICLES OF MERGER

LNS ACQUISITION CORP.

INTO

SEISINT, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Justin Cheshire

EXAMINER'S INITIALS: _____

FILED
04 AUG 31 AM 10:42
SECRETARY OF STATE
TALLAHASSEE, FL 32399

**ARTICLES AND PLAN OF MERGER
OF
SEISINT, INC.
AND
LNS ACQUISITION CORP.**

The undersigned entities hereby submit these Articles of Merger pursuant to Sections 607.1101 and 607.1105 of the Florida Business Corporation Act (the "Act"), and certify that:

1. LNS Acquisition Corp., a Florida corporation ("Merger Subsidiary") shall be merged with and into Seisint, Inc., a Florida corporation (the "Company"), and the Company shall be the surviving entity.

2. The Plan of Merger (as hereinafter defined) pursuant to which Merger Subsidiary shall be merged with and into the Company (the "Merger"), was approved by the shareholders of the Company on July 31, 2004, and by the shareholders of Merger Subsidiary on July 13, 2004, in accordance with the applicable provisions of Chapter 607 of the Act.

3. The Merger shall become effective upon the Articles and Plan of Merger having been accepted for filing by the Secretary of State of the State of Florida.

4. The Merger shall be carried out in accordance with the following plan of merger (the "Plan of Merger"):

PLAN OF MERGER

Section 1. The Parties. LNS Acquisition Corp., a Florida corporation ("Merger Subsidiary"), shall be merged with and into Seisint, Inc., a Florida corporation (the "Company"), and the Company shall be the surviving entity (the "Surviving Corporation").

Section 2. Terms and Conditions of Merger.

(i) The Merger (as hereinafter defined) shall become effective upon the Articles and Plan of Merger having been accepted for filing by the Secretary of State of the State of Florida (the "Effective Time").

(ii) As of the Effective Time, Merger Subsidiary will be merged with and into the Company, and the Company will be the Surviving Corporation and will continue to exist under its present name pursuant to the provisions of the Act (the "Merger"). The separate corporate existence of Merger Subsidiary shall cease in accordance with the provisions of the Act.

(iii) From and after the Effective Time, the Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall remain and be the Articles of Incorporation of the Surviving Corporation, until amended pursuant to the provisions of the Act.

(iv) From and after the Effective Time, the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall remain and be the Bylaws of the Surviving Corporation until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

Section 3. Manner and Basis of Converting Shares. The manner of converting shares of the Company and Merger Subsidiary in the Merger shall be as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of the Company Common Stock, Company Preferred Stock, Company Options and Company Warrants or capital stock of Merger Subsidiary:

- (i) each issued and outstanding share of Company Common Stock shall be converted into the right to receive, upon the surrender of the certificate formerly representing such share of Company Common Stock, the Per Share Common Stock Merger Consideration;
- (ii) each issued and outstanding share of Company Series A Preferred Stock shall be converted into the right to receive, upon the surrender of the certificate formerly representing such share of Company Series A Preferred Stock, the Per Share Series A Preferred Stock Merger Consideration;
- (iii) each issued and outstanding share of Company Series B Preferred Stock shall be converted into the right to receive, upon the surrender of the certificate formerly representing such share of Company Series B Preferred Stock, the Per Share Series B Preferred Stock Merger Consideration;
- (iv) each issued and outstanding share of Company Series C Preferred Stock shall be converted into the right to receive, upon the surrender of the certificate formerly representing such share of Company Series C Preferred Stock, the Per Share Series C Preferred Stock Merger Consideration;
- (v) each In-the-Money Option shall be converted into the right to receive an amount equal to the Per Option Merger Consideration;
- (vi) each In-the-Money Warrant shall be converted into the right to receive an amount equal to the Per Warrant Merger Consideration;
- (vii) each Out-of-the-Money Option and Out-of-the Money Warrant shall be cancelled without consideration and shall have no further force or effect;
- (viii) all shares of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time of the Merger and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such shares ("Dissenting Shares") and perfected such holder's appraisal rights in accordance with the Act (a "Company Dissenting Holder") shall not be converted into a right to receive the Merger Consideration payable in respect of such shares pursuant to Sections 3(i) through 3(iv) hereof, but shall, from and after the

Effective Time, have only such rights as are afforded to the holders thereof by the provisions of Section 607.1320 of the Act, unless such Company Dissenting Holder fails to perfect or withdraws or otherwise loses such Company Dissenting Holder's right to appraisal. If, after the Effective Time of the Merger, such Company Dissenting Holder fails to perfect or withdraws or loses such Company Dissenting Holder's right to appraisal, such shares shall be treated as if they had been converted as of the Effective Time of the Merger into the right to receive the Merger Consideration payable in respect of such shares pursuant to Sections 3(i) through 3(iv) hereof; and

(ix) each share of Merger Subsidiary Common Stock issued and outstanding immediately prior to the Effective Time of the Merger will be converted into one share of the common stock, par value \$0.01 per share, of the Surviving Corporation, and such common stock of the Surviving Corporation issued on that conversion will constitute all of the issued and outstanding shares of capital stock of the Surviving Corporation immediately following the Effective Time.

Section 4. Definitions. Each capitalized term used but not otherwise defined in these Articles and Plan of Merger shall have the respective meaning set forth below.

"Aggregate Acquisition Amount" shall mean shall mean the sum of (i) the Closing Date Acquisition Amount plus (ii) Parent's Deferred Payment Obligations.

"Aggregate Company Option Exercise Proceeds" shall be equal to the aggregate proceeds which would be payable by the holders of all In-the-Money Options if all such In-the-Money Options were exercised in full immediately prior to the Effective Time.

"Aggregate Company Warrant Exercise Proceeds" shall be equal to the aggregate proceeds which would be payable by the holders of all In-the-Money Warrants if all such In-the-Money Warrants were exercised in full immediately prior to the Effective Time.

"Closing Date Acquisition Amount" shall mean an amount equal to \$775,000,000 minus the Escrow Fund.

"Company Common Stock" shall mean each issued and outstanding share of the Company's Common Stock, par value \$.001 per share.

"Company Option" shall mean each outstanding option to purchase Company Common Stock.

"Company Preferred Stock" shall mean, collectively, Company Series A Preferred Stock, Company Series B Preferred Stock and Company Series C Preferred Stock.

"Company Series A Preferred Stock" shall mean each issued and outstanding share of the Company's Series A Preferred Stock, par value \$.001 per share.

"Company Series B Preferred Stock" shall mean each issued and outstanding share of the Company's Series B Preferred Stock, par value \$.001 per share.

"Company Series C Preferred Stock" shall mean each issued and outstanding share of the Company's Series C Preferred Stock, par value \$.001 per share.

"Company Shareholders" shall mean the holders of all of the Company Common Stock, Company Preferred Stock, Company Options and Company Warrants as of immediately prior to the Effective Time

"Company Warrant" shall mean each outstanding warrant to purchase Company Common Stock.

"Escrow Agreement" shall mean that certain escrow agreement, dated as of the closing date under the Merger Agreement, among Parent, the Shareholders' Representative and CitiBank, N.A., as escrow agent.

"Escrow Fund" shall mean an amount equal to \$65,000,000 to be deposited by Parent with CitiBank, N.A., as escrow agent.

"Escrow Shareholders" shall mean holders of Company Common Stock, Company Series A Preferred Stock, Company Series C Preferred Stock, In-the-Money Options and In-the-Money Warrants as of immediately prior to the Effective Time.

"Fully Diluted Shares" shall mean shall mean a number of shares equal to the sum (a) the total number of shares of Company Common Stock outstanding immediately prior to the Effective Time, plus (b) the total number of shares of Company Series A Preferred Stock outstanding immediately prior to the Effective Time, plus (c) the total number of shares of Company Series C Preferred Stock outstanding immediately prior to the Effective Time, plus (d) the total number of shares of Company Common Stock that could be obtained through the exercise of all In-the-Money Options outstanding immediately prior to the Effective Time (without any withholding of shares to pay the exercise price or taxes), plus (e) the total number of shares of Company Common Stock that could be obtained through the exercise of all In-the-Money Warrants outstanding immediately prior to the Effective Time (without any withholding of shares to pay the exercise price or taxes).

"In-the-Money Option" shall mean each Company Option with an exercise price per share of less than the Merger Consideration Per Share.

"In-the-Money Warrant" shall mean each Company Warrant with an exercise price per share of less than the Merger Consideration Per Share.

"Losses" shall mean any and all claims, demands, suits, proceedings, judgments, losses, liabilities, damages, costs and expenses of every kind and nature (including, but not limited to, reasonable attorneys' fees), and settlements authorized in accordance with the Merger Agreement.

"Merger Agreement" shall mean that certain Agreement of Merger dated as of July 13, 2004 by and among Parent, Merger Subsidiary, the Company and Shareholders' Representative.

"Merger Consideration" shall mean, with respect to each Company Shareholder, that portion of the Aggregate Acquisition Amount payable to such Company Shareholder in accordance with the terms of the Merger Agreement.

"Merger Consideration Per Share" shall mean the dollar amount equal to (a) the Aggregate Acquisition Amount minus the Series B Liquidation Preference Amount, divided by (b) the Fully Diluted Shares.

"Merger Subsidiary Common Stock" shall mean the Common Stock, \$0.01 par value per share, of Merger Subsidiary.

"Out-of-the-Money Options" shall mean all outstanding Company Options with a per share exercise price equal to or greater than the Merger Consideration Per Share.

"Out-of-the-Money Warrants" shall mean all outstanding Company Warrants with a per share exercise price equal to or greater than the Merger Consideration Per Share.

"Parent" shall mean Reed Elsevier Inc.

"Parent Claim" shall mean any Losses imposed upon or incurred by any Parent Indemnified Party after the Effective Time.

"Parent's Deferred Payment Obligations" shall mean Parent's obligations to pay to the Escrow Shareholders the balance of the Escrow Fund (net of the amount of any Losses payable or paid by reason of a Parent Claim) which is payable to the Escrow Shareholders at the times provided in the Escrow Agreement and the Merger Agreement.

"Parent Indemnified Party" shall mean each of Parent, Merger Subsidiary and the Surviving Corporation.

"Per Option Closing Merger Consideration" shall mean, with respect to each In-the-Money Option, the amount by which (a) the Per Share Common Stock Closing Merger Consideration exceeds (b) the per share exercise price of such In-the-Money Option.

"Per Option Merger Consideration" shall, with respect to a Company Option, mean an amount equal to the Per Option Closing Merger Consideration plus such Company Option's allocable portion of the Parent's Deferred Payment Obligations.

"Per Share Common Stock Closing Merger Consideration" shall mean an amount equal to (a) (1) the Closing Date Acquisition Amount, plus (2) the Aggregate Company Option Exercise Proceeds, plus (3) the Aggregate Company Warrant Exercise Proceeds, less (4) the Series B Liquidation Preference Amount, divided by (b) the number of Fully Diluted Shares.

"Per Share Common Stock Merger Consideration" shall, with respect to a share of Company Common Stock, mean an amount equal to the Per Share Common Stock Closing Merger Consideration, plus such share's allocable portion of the Parent's Deferred Payment Obligations.

"Per Share Series A Preferred Stock Closing Merger Consideration" shall mean an amount equal to (a) (1) the Closing Date Acquisition Amount, plus (2) the Aggregate Company Option Exercise Proceeds, plus (3) the Aggregate Company Warrant Exercise Proceeds, less (4) the Series B Liquidation Preference Amount, divided by (b) the number of Fully Diluted Shares.

"Per Share Series A Preferred Stock Merger Consideration" shall, with respect to a share of Company Series A Preferred Stock, mean an amount equal to the Per Share Series A Preferred Stock Closing Merger Consideration, plus such share's allocable portion of the Parent's Deferred Payment Obligations.

"Per Share Series B Preferred Stock Merger Consideration" shall mean \$31.50.

"Per Share Series C Preferred Stock Closing Merger Consideration" shall mean an amount equal to (a) (1) the Closing Date Acquisition Amount, plus (2) the Aggregate Company Option Exercise Proceeds, plus (3) the Aggregate Company Warrant Exercise Proceeds, less (4) the Series B Liquidation Preference Amount, divided by (b) the number of Fully Diluted Shares.

"Per Share Series C Preferred Stock Merger Consideration" shall, with respect to a share of Company Series C Preferred Stock, mean an amount equal to the Per Share Series C Preferred Stock Closing Merger Consideration, plus such share's allocable portion of the Parent's Deferred Payment Obligations.

"Per Warrant Closing Merger Consideration" shall mean, with respect to each In-the-Money Warrant, the amount by which (a) the Per Share Common Stock Closing Merger Consideration exceeds (b) the per share exercise price of such In-the-Money Warrant.

"Per Warrant Merger Consideration" shall, with respect to a Company Warrant, mean an amount equal to the Per Warrant Closing Merger Consideration plus such Company Warrant's allocable portion of the Parent's Deferred Payment Obligations.

"Series B Liquidation Preference Amount" shall mean an amount equal to (a) the Per Share Series B Preferred Stock Merger Consideration, times (b) the number of shares of Company Series B Preferred Stock outstanding immediately prior to the Effective Time.

"Shareholders' Representative" shall mean Morris C. Brown, c/o Greenberg Traurig P.A., 777 South Flagler Drive, Suite 300 East, West Palm Beach, Florida 33401, or any other person selected as a successor thereto in accordance with the provisions of the Escrow Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of Seisint, Inc. and LNS Acquisition Corp. by their authorized officers as of August 31, 2004.

SEISINT, INC.

By: Paul H. Lamm
Pres./Dir.

LNS ACQUISITION CORP.

By: _____

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of Seisint, Inc. and LNS Acquisition Corp. by their authorized officers as of August 31, 2004.

SEISINT, INC.

By: _____

LNS ACQUISITION CORP.

By: _____

Kent's R. Langford
Pres./Dir