

575552

CT CORPORATION SYSTEM

CORPORATION(S) NAME

Exigent Software Technology, Inc. merging into:

Harris-Exigent, Inc. (Surviving Corporation)

FILED
01 DEC 28 PM 4:28
CLERK OF STATE
TALLAHASSEE, FLORIDA

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> LLC	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

12/28/01
EFFECTIVE DATE
12-31-01

MS
Merger
12-31-01
PK

Order#: 5017542
7000004742987--6
-12/28/01--01055--028
Ref#: *****70.00 *****70.00

Amount: \$ _____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

EXIGENT SOFTWARE TECHNOLOGY, INC., a Florida corporation, 575552

INTO

HARRIS-EXIGENT, INC., a Delaware entity not qualified in Florida.

File date: December 28, 2001, effective December 31, 2001

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER
OF
EXIGENT SOFTWARE TECHNOLOGY, INC., A FLORIDA CORPORATION,
WITH AND INTO
HARRIS-EXIGENT, INC., A DELAWARE CORPORATION**

Harris-Exigent, Inc., a Delaware corporation ("Harris-Exigent"), pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), hereby delivers these Articles of Merger to the Department of State of the State of Florida for filing. For purposes of complying with the applicable terms and provisions of the FBCA with respect to the merger (the "Merger") of Exigent Software Technology, Inc., a Florida corporation (the "Terminating Corporation"), with and into Harris-Exigent, the Terminating Corporation and Harris-Exigent hereby state and acknowledge the following:

**ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS OF
THE CONSTITUENT CORPORATIONS**

The name, principal address and jurisdiction of each of the constituent corporations executing these Articles of Merger is as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Exigent Software Technology, Inc. 1025 West NASA Boulevard Melbourne, Florida 32919	Florida	Corporation
Harris-Exigent, Inc. 1025 West NASA Boulevard Melbourne, Florida 32919	Delaware	Corporation

**ARTICLE II
SURVIVING CORPORATION**

Harris-Exigent is the surviving corporation in the Merger.

**ARTICLE III
AGREEMENT AND PLAN OF MERGER**

A copy of the Agreement and Plan of Merger, dated as of December 20, 2001, by and between the Terminating Corporation and Harris-Exigent is attached hereto as Exhibit A (the "Merger Agreement").

EFFECTIVE DATE

12-31-01

FILED
01 DEC 28 PM 4:28
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

BOARD OF DIRECTORS APPROVAL

4.1 Terminating Corporation.

Pursuant to the applicable terms and provisions of the FBCA, the Terminating Corporation's Board of Directors adopted and approved the Merger Agreement and the Merger by a Unanimous Written Consent of the Directors in Lieu of Meeting, dated December 20, 2001.

4.2 Harris-Exigent.

Pursuant to the applicable terms and provisions of the General Corporation Law of the State of Delaware (the "DGCL"), Harris-Exigent's Board of Directors adopted and approved the Merger Agreement and the Merger by a Unanimous Written Consent of the Directors in Lieu of Meeting, dated December 20, 2001.

ARTICLE V

SHAREHOLDER APPROVAL

5.1 Terminating Corporation.

The applicable terms and provisions of the FBCA do not require Harris-Exigent, as the Terminating Corporation's sole shareholder, to adopt and/or approve the Merger Agreement and/or the Merger.

5.2 Harris-Exigent.

The applicable terms and provisions of the DGCL do not require Harris-Exigent's shareholder(s) to adopt and/or approve the Merger Agreement and/or the Merger.

ARTICLE VI


EFFECTIVE DATE AND TIME

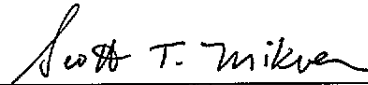
The Merger shall be effective as of 11:59:59 p.m., Eastern Standard Time, on December 31, 2001.

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed and delivered by their respective duly authorized officers as of December 20, 2001.

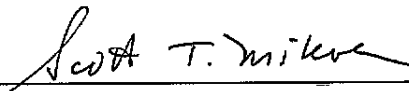
EXIGENT SOFTWARE TECHNOLOGY, INC.

By: 
Bryan R. Roub, President

By: 
Scott T. Mikuen, Assistant Secretary

HARRIS-EXIGENT, INC.

By: 
Bryan R. Roub, President

By: 
Scott T. Mikuen, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 20, 2001, is by and between Exigent Software Technology, Inc., a Florida corporation with its headquarters located at 1025 NASA Boulevard, Melbourne, Florida 32919 (the "Terminating Corporation"), and Harris-Exigent, Inc., a Delaware corporation with its headquarters located at 1025 NASA Boulevard, Melbourne, Florida 32919 ("Harris-Exigent").

RECITALS

A. Harris-Exigent owns one hundred percent (100%) of the issued and outstanding shares of the Terminating Corporation's capital stock.

B. Section 253 of the General Corporation Law of the State of Delaware (the "DGCL") allows a Delaware corporation that owns more than ninety percent (90%) of the outstanding shares of each class of stock of a Florida corporation to merge the Florida corporation with and into the Delaware corporation without the approval of the Delaware corporation's shareholders if all of the applicable terms and provisions of the DGCL are satisfied.

C. Section 607.1104 of the Florida Business Corporation Act (the "FBCA") allows a Delaware corporation that owns more than eighty percent (80%) of the outstanding shares of each class of stock of a Florida corporation to merge the Florida corporation with and into the Delaware corporation without the approval of the Florida corporation's shareholders if all of the applicable terms and provisions of the FBCA are satisfied.

D. In accordance with the applicable terms and provisions of the DGCL and the FBCA, Harris-Exigent's Board of Directors adopted resolutions on December 20, 2001 approving the merger of the Terminating Corporation with and into Harris-Exigent upon the terms and subject to the conditions set forth in this Agreement.

E. In accordance with the applicable terms and provisions of the FBCA, the Terminating Corporation's Board of Directors adopted resolutions on December 20, 2001 approving the merger of the Terminating Corporation with and into Harris-Exigent upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

1.1 The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable terms and provisions of the FBCA and the DGCL, the Terminating Corporation shall be merged (the "Merger") with and into Harris-Exigent at the Effective Time (as defined in Section 1.2). As a result of the Merger, the separate corporate existence of the Terminating Corporation shall cease and Harris-Exigent shall continue as the surviving corporation of the Merger. Harris-Exigent's name shall remain unchanged by the Merger.

1.2 Effective Time of the Merger.

The Merger shall be effective as of 11:59:59 p.m., Eastern Standard Time, on December 31, 2001 (the "Effective Time").

1.3 Effect of the Merger.

The Terminating Corporation and Harris-Exigent shall be affected by the Merger in the manner provided by the applicable terms and provisions of the FBCA and the DGCL.

1.4 Taking of Necessary Action; Further Assurances.

Prior to the Effective Time, the parties hereto shall take, or cause to be taken, all such actions as may be necessary or appropriate in order to effectuate the Merger pursuant to the terms and subject to the conditions set forth in this Agreement.

ARTICLE II

EFFECT OF MERGER ON CAPITAL STOCK AND OTHER SECURITIES

2.1 The Terminating Corporation's Capital Stock.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Corporation or Harris-Exigent, all of the Terminating Corporation's issued and outstanding shares of capital stock automatically shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

2.2 The Terminating Corporation's Other Securities.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Corporation or Harris-Exigent, any and all options, warrants and other securities exercisable or exchangeable for, or convertible into, shares of the Terminating

Corporation's capital stock or other securities of the Terminating Corporation shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

2.3 Harris-Exigent's Capital Stock.

Harris-Exigent's issued and outstanding shares of capital stock shall not be affected or changed by the Merger.

2.4 Harris-Exigent's Other Securities.

Harris-Exigent's options, warrants and other securities exercisable or exchangeable for, or convertible into, shares of Harris-Exigent's capital stock or other securities of Harris-Exigent shall not be affected or changed by the Merger.

ARTICLE III

APPROVAL OF AGREEMENT; FILING OF DOCUMENTS

3.1 Approval.

Each of the Terminating Corporation's Board of Directors and Harris-Exigent's Board of Directors, by duly adopted resolutions, has adopted and approved this Agreement and the Merger.

3.2 Filing of Articles of Merger.

As soon as practicable, but in no event later than December 28, 2001, (i) the Terminating Corporation and Harris-Exigent shall execute Articles of Merger, the form of which is attached hereto as Exhibit A (the "Articles of Merger"), and (ii) Harris-Exigent shall cause the Articles of Merger to be delivered to and filed with the Department of State of the State of Florida in accordance with the applicable terms and provisions of the FBCA.

3.3 Filing of the Certificate of Ownership and Merger.

As soon as practicable, but in no event later than December 28, 2001, Harris-Exigent shall (i) execute a Certificate of Ownership and Merger, the form of which is attached hereto as Exhibit B (the "Certificate of Ownership"), and (ii) cause the Certificate of Ownership to be delivered to and filed with the Department of State of the State of Delaware in accordance with the applicable terms and provisions of the DGCL.

ARTICLE IV

MISCELLANEOUS

4.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," and other words of similar import refer to this Agreement as a whole, including the exhibits attached to this Agreement, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph, clause or exhibit contained in or attached to this Agreement. All references to articles, sections, subsections, paragraphs, subparagraphs, clauses and exhibits mean the articles, sections, subsections, paragraphs, subparagraphs and clauses of this Agreement and the exhibits attached to this Agreement, except where otherwise stated. The title of and the article, section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

4.2 Governing Law.

All questions concerning the construction, interpretation, validity and enforceability of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Delaware to apply. In furtherance of the foregoing, the internal laws of the State of Delaware shall control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction ordinarily would apply.

4.3 Remedies.

The Parties each shall have and retain all rights and remedies existing in their favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any provision of this Agreement, and all such rights and remedies shall, to the extent permitted by applicable Law, be cumulative and a Party's pursuit of any such right or remedy shall not preclude such Party from exercising or pursuing any other available right or remedy.

4.4 Notices.

All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, telecopied, sent by nationally-recognized, overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to the Terminating Corporation, to:

Exigent Software Technology, Inc..
1025 West NASA Boulevard
Melbourne, Florida 32919
Attention: Scott T. Mikuen, Esq.
Telephone No.: (321) 727-9125
Facsimile No.: (321) 727-9234

- (b) if to Harris-Exigent, to:

Harris-Exigent, Inc.
1025 West NASA Boulevard
Melbourne, Florida 32919
Attention: Scott T. Mikuen, Esq.
Telephone No.: (321) 727-9125
Facsimile No.: (321) 727-9234

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery (if sent on a business day, or if sent on other than a business day, on the next business day after the date sent), (iii) in the case of delivery by nationally-recognized, overnight courier, on the business day following dispatch, and (iv) in the case of mailing, on the third business day following such mailing.

4.5 Counterparts and Facsimile Execution.

This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile or otherwise) to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by the party delivering such counterpart or other signature.

4.6 Benefits of Agreement; Assignment.

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Anything

contained in this Agreement to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the express prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 4.6 shall be void *ab initio*.

4.7 No Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

4.8 Amendments.

This Agreement shall not be altered, modified, supplemented or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

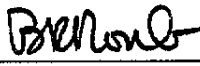
4.9 Entire Agreement.

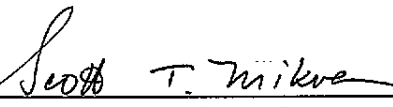
This Agreement and the other agreements and documents referenced herein (including the Exhibits attached hereto) contain all of the agreements among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter of this Agreement.

[The remainder of this page was left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

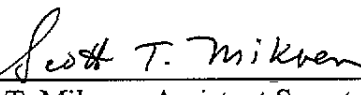
EXIGENT SOFTWARE TECHNOLOGY, INC.

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