

F46362

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

BASECORP ACQUISITION CORP., a Georgia corporation, not qualified in  
Florida

INTO

**BANK SYSTEMS & EQUIPMENT CORP.**, a Florida corporation, F46362.

File date: May 16, 1997

Corporate Specialist: Karen Gibson

Document Number Only

F46362

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

Basecorp Acquisition Corp  
into.

Bank Systems & Equipment Corp.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Profit                        | <input type="checkbox"/> Amendment              | <input checked="" type="checkbox"/> Merger  |
| <input type="checkbox"/> NonProfit                     |   |   |
| <input type="checkbox"/> Limited Liability Company     | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark               |
| <input type="checkbox"/> Foreign                       |   |   |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other              |
| <input type="checkbox"/> Reinstatement                 | <input type="checkbox"/> Reservation            | <input type="checkbox"/> Change of R.A.     |
| <input type="checkbox"/> Limited Liability Partnership |   | <input type="checkbox"/> Fictitious Name    |
| <input type="checkbox"/> Certified Copy                | <input type="checkbox"/> Photo Copies           | <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                      |   |   |

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5/16/97

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Merger  
KKE  
5/19

**Document Number Only**

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name  
TALLAHASSEE, FL 32301

Address  
222-1092

City State Zip Phone

**CORPORATION(S) NAME**

*Bank Systems : Equipment Corp*

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Profit                | <input type="checkbox"/> Amendment              | <input checked="" type="checkbox"/> Merger      |
| <input type="checkbox"/> NonProfit             |   |   |
| <input type="checkbox"/> Limited Liability Co. |   |   |
| <input type="checkbox"/> Foreign               | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark                   |
| <input type="checkbox"/> Limited Partnership   | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> Reinstatement         | <input type="checkbox"/> Reservation            | <input type="checkbox"/> Change of R.A.         |
|  |   | <input type="checkbox"/> Fictitious Name Filing |
| <input type="checkbox"/> Certified Copy        | <input type="checkbox"/> Photo Copies           | <input type="checkbox"/> CUS                    |
| <input type="checkbox"/> Call When Ready       | <input type="checkbox"/> Call if Problem        | <input type="checkbox"/> After 4:30             |
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| <input type="checkbox"/> Mail Out              |   |   |

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Verifier
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W.P. Verifier

5/14/97

\* Please give filing  
date of:  
May 16, 1997.



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

May 16, 1997

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: BANK SYSTEMS & EQUIPMENT CORP.  
Ref. Number: F46362

We have received your document for BANK SYSTEMS & EQUIPMENT CORP. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name and capacity of the person signing the document must be noted beneath or opposite the signature.

IN SECTION 3.01 IT IS STATED THAT THE ARTICLES OF THE MERGED CORPORATION SHALL BECOME THE ARTICLES OF THE SURVIVING CORPORATION. IF THIS IS THE CASE, AMENDMED AND RESTATED ARTICLES MUST BE INCLUDED AS AN ATTACHMENT.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6880.

Karen Gibson  
Corporate Specialist

Letter Number: 497A00026532

**ARTICLES OF MERGER OF  
BASECORP ACQUISITION CORP.  
a Georgia Corporation, with and into  
BANK SYSTEMS & EQUIPMENT CORP.  
a Florida Corporation under the name of  
BANK SYSTEMS & EQUIPMENT CORP.**

77 MAY 16 PM 3:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 14-2-1107 of the Georgia Business Corporation Act, the undersigned corporations, Bank Systems & Equipment Corp. a Florida corporation ("Basecorp"), and Basecorp Acquisition Corp. a Georgia corporation (the "Company"), adopt the following Articles of Merger for the purpose of merging the Company into Basecorp:

**Plan of Merger**

1. The Plan of Merger setting forth the terms and conditions of the merger of the Company into Basecorp is attached to these Articles as an Exhibit and is incorporated herein by reference ("Plan of Merger").

**Adoption of Plan**

2. There are 100 shares of common stock, \$.01 par value, of the Company issued and outstanding that were entitled to vote on the Plan of Merger, and all of such outstanding shares voted in favor of the Plan of Merger by unanimous written consent dated on or about April 27, 1997. No class voting was required in connection with the Company's approval of the Plan of Merger.

3. There are 600,000 shares of common stock, \$.0001 par value, of Basecorp issued and outstanding that were entitled to vote on the Plan of Merger, and all of such outstanding shares were voted in favor of the Plan of Merger by unanimous written consent dated on or about April 27, 1997. No class voting was required in connection with Basecorp's approval of the Plan of Merger.

**Effective Date**

4. The Plan and Agreement of Merger shall be effective on the later to occur of the filing of these Articles with the Department of State of Florida and the Secretary of State of Georgia.

**Foreign Law**

5. The laws of the State of Georgia, the jurisdiction of organization of the Company, and the laws of the State of Florida, the jurisdiction of organization of Basecorp, each permit the merger contemplated by the Plan of Merger, and the laws of the State of

Georgia and the laws of the State of Florida, on fulfillment of all filing and reporting requirements set forth by their respective applicable laws, will have been complied with.

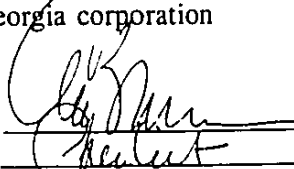
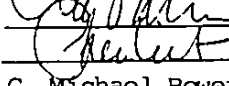
**Service of Process, Appointment of Georgia  
Secretary of State as Agent and Payment of Dissenters' Rights**

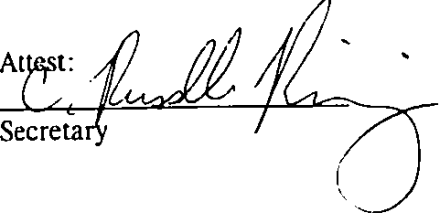
6. Pursuant to Section 14-2-1107 of the Georgia Business Corporation Act, Basecorp, which is a Florida corporation and is the surviving corporation in the merger effected by these Articles, does hereby:

- (A) agree that it may be served with process in Georgia in any proceeding for the enforcement of any obligation of the Company and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Company against Basecorp as the surviving corporation; and
- (B) irrevocably appoint the Secretary of State of Georgia as its agent to accept process in any such proceeding; and
- (C) agree that it will promptly pay to the dissenting shareholders of the Company, the amount, if any, to which they shall be entitled under the provisions of the Georgia Business Corporation Act with respect to the rights of dissenting shareholders.

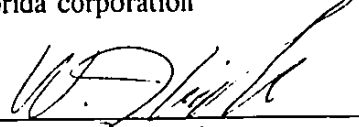
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of May 14, 1997.

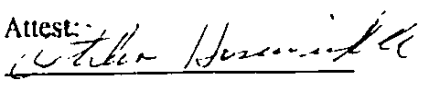
BASECORP ACQUISITION CORP.,  
a Georgia corporation

By:   
Its:   
C. Michael Bowers, President

Attest:  
  
Secretary

BANK SYSTEMS & EQUIPMENT CORP.,  
a Florida corporation

By:   
Its: PRESIDENT  
William Hasewinkle, President

Attest:  
  
Secretary

**Exhibit 1.2(b)**

**PLAN OF MERGER**

This is a Plan of Merger (the "Agreement") between Basecorp Acquisition Corp., a Georgia corporation (the "Company"), and Bank Systems & Equipment Corp., a Florida corporation ("Basecorp" or the "Surviving Corporation"). The Company and Basecorp are sometimes collectively referred to herein as the "Merging Corporations".

**W I T N E S S E T H :**

WHEREAS, the respective Boards of Directors of the Merging Corporations deem it advisable and in the best interests of their respective corporations that the Company merge with and into Basecorp, and that Basecorp be the surviving corporation (the "Surviving Corporation") in the merger, and that upon such merger the Company's existence cease; and

WHEREAS, Section 607.1107 of the Florida Business Corporation Act (the "Florida Act") permits the Company to merge with Basecorp if such merger is permitted by the laws of the jurisdiction under which the Company is organized; and

WHEREAS, Section 14-2-1107 of the Georgia Business Corporation Code (the "Georgia Code") permits Basecorp to merge with the Company if such merger is permitted by the laws of the jurisdiction under which Basecorp is organized;

NOW, THEREFORE, Basecorp and the Company in consideration of the premises and mutual covenants contained herein and in that certain Agreement and Plan of Merger dated on or about April 27, 1997, hereby agree that the Company shall be merged into Basecorp (the "Merger") in the manner and with the effect provided by the Florida Act and the Georgia Code all in accordance with the following provisions:

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of the Company and Basecorp pursuant to Section 607.1101 of the Florida Statutes, Section 14-2-1107 of the Georgia Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is hereby adopted as follows:

- (a) the Company shall be merged with and into Basecorp, to exist and be governed by the laws of the State of Florida.
- (b) The name of the Surviving Corporation shall be "Bank Systems & Equipment Corp."

(c) When this agreement shall become effective, the separate corporate existence of the Company shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Company and shall be subject to all the debts and liabilities of the Company in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent Corporation shall be preserved unimpaired.

(d) The Surviving Corporation will carry on business with the assets of the Company, as well as with the assets of Basecorp.

#### **Effective Date**

1.02. The effective date of the merger (the "Effective Date") shall be the later of the date when the Articles of Merger are filed with the Department of State of Florida and when the Articles of Merger are filed with the Secretary of State of Georgia, which shall be as soon as practicable following the approval of this Plan by the Company's and Basecorp's stockholders.

### **ARTICLE 2. MANNER OF CONVERTING SHARES**

#### **Conversion**

2.01 (a) By virtue of the Merger, automatically and without any action on the part of the holder thereof, all shares of the common stock, par value \$.0001 per share, of Basecorp ("Basecorp Common Stock"), issued and outstanding on the Effective Date shall become and be converted into a total of 1,111 newly issued shares of common stock, par value \$.01 share, of Dyad Corporation, a Georgia corporation and the 100% shareholder of the Company ("Dyad Common Stock"), on a pro rata basis. As of the Effective Date, each share of Basecorp Common Stock held as treasury stock of Basecorp shall be canceled, retired and cease to exist, and no payment shall be made in respect thereof. The shares of the Dyad Common Stock issued and outstanding immediately prior to the Effective Date shall remain outstanding and unchanged after the Merger.

(b) By virtue of the Merger, automatically and without any action on the part of the holder thereof, all 100 shares of the common stock, par value \$.01 per share, of the Company ("Company Common Stock") issued and outstanding on the Effective Date shall become and be converted into a total of 100 newly issued shares of Basecorp Common Stock on a pro rata basis. As of the Effective Date, each share of the Company Common Stock held as treasury stock of the Company shall be canceled, retired and cease to exist, and no payment shall be made in respect thereof.

#### **Adjustments**

2.02 (a) If, as of a record date that is prior to the Effective Date, there occurs an increase, decrease, or other change in the number of outstanding shares of Basecorp Common Stock as a result of a stock split, stock dividend or reverse stock split, the ratio



under which shares of Basecorp Common Stock may be converted into the right to receive shares of Dyad Common Stock pursuant to this Section shall be proportionally adjusted so that the aggregate number of shares of Dyad Common Stock to be issued with respect to Basecorp Common Stock does not change.

(b) If, as of a record date that is prior to the Effective Date, there occurs an increase, decrease, or other change in the number of outstanding shares of Dyad Common Stock as a result of a stock split, stock dividend or reverse stock split, the ratio under which shares of Basecorp Common Stock may be converted into the right to receive shares of Dyad Common Stock pursuant to this Section shall be proportionally adjusted, so that the shares of Basecorp Common Stock will be converted into the right to receive ten percent (10%) of the shares of Dyad Common Stock outstanding immediately after consummation of the Merger. Nothing herein shall be deemed to prohibit Dyad from taking any and all such steps as are reasonably necessary to pursue and consummate such other business reorganizations, mergers, acquisitions, securities issuances or securities distributions as Dyad's management or its Board of Directors shall deem to be in the best interests of Dyad and its shareholders.

#### Other Matters

2.03 (a) Certificates which represent shares of Basecorp Common Stock that are outstanding on the Effective Date (each, a "Certificate") and are converted into shares of Dyad Common Stock pursuant to this Plan shall, after the Effective Date, be deemed to represent shares of the Dyad Common Stock into which such shares have become converted and shall be exchangeable by the holders thereof (upon endorsement or execution of a stock power) for new certificates representing the shares of Dyad Common Stock into which such shares have been converted.

(b) Certificates which represent shares of the Company Common Stock that are outstanding on the Effective Date (each, a "Company Certificate") and are converted into shares of Basecorp Common Stock pursuant to this Plan shall, after the Effective Date, be deemed to represent shares of the Basecorp Common Stock into which such shares have become converted and shall be exchangeable by the holders thereof for new certificates representing the shares of Basecorp Common Stock into which such shares have been converted.

(c) No certificates or scrip representing fractional shares of Dyad Common Stock shall be issued upon the surrender for exchange of Certificates, no dividend or distribution with respect to Dyad Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of Dyad. In lieu of any such fractional share, each former shareholder of Basecorp who otherwise would be entitled to receive a fractional share of Dyad Common Stock shall be entitled to receive an amount equal to the fair market value of such fractional interest, as determined in good faith by the board of directors of Dyad, which amount shall be deemed to be paid as part of the aggregate consideration given by Dyad in connection with the Merger.

(d) If any holder of Basecorp Common Stock converted into the right to receive shares of Dyad Common Stock is unable to deliver the Certificate which represents such shares, Dyad, in the absence of actual notice that any such shares have been acquired by a bona fide purchaser, shall deliver to such holder the shares of Dyad Common Stock to which the holder is entitled for such shares upon presentation of the following: (i) evidence to the reasonable satisfaction of Dyad that any such Certificate has been lost, wrongfully taken or destroyed; (ii) such security or indemnity as may be reasonably requested by Dyad to indemnify and hold Dyad harmless; and (iii) evidence satisfactory to Dyad that such person is the owner of the shares theretofore represented by each Certificate claimed by the holder to be lost, wrongfully taken or destroyed and that the holder is the person who would be entitled to present such Certificate for exchange pursuant to this Agreement.

(e) The holder of a Certificate representing shares of Basecorp Common Stock issued and outstanding immediately prior to the Effective Date shall have no rights with respect to such shares other than the right to surrender such Certificate and receive in exchange therefor the shares of Dyad Common Stock for the shares represented thereby.

### **ARTICLE 3. DIRECTORS AND OFFICERS**

#### **Directors and Officers of Survivor**

3.01. (a) On the Effective Date, the articles of incorporation and bylaws of the Surviving Corporation shall be the articles of incorporation and bylaws of the Company in effect immediately prior to the Effective Date. The officers and directors of Basecorp immediately prior to the Effective Date shall be the officers and directors of the Surviving Corporation as of the Effective Date, except that John W. Collins shall become a Director and the Chairman of the Board, and C. Michael Bowers shall become a Director and the President, of the Surviving Corporation, until their successors are duly appointed or elected in accordance with applicable law.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

### **ARTICLE 4. TERMINATION**

#### **Circumstances**

4.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the applicable state governmental authorities, notwithstanding the approval of the shareholders of either of the Merging Corporations:

- (a) by mutual consent of the Board of Directors of the Merging Corporations;
- (b) at the election of the Board of Directors of either Merging Corporation if:
  - (1) The number of shareholders of either Merging Corporation, or of both, dissenting from the Merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable,
  - (2) any material litigation or proceeding shall be instituted or threatened against either Merging Corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the Merger inadvisable or undesirable,
  - (3) any legislation shall be enacted that, in the opinion of either Board of Directors, renders the Merger inadvisable or undesirable, or
  - (4) between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Merging Corporation.

#### **Notice of and Liability on Termination**

4.02. If an election is made to terminate this Agreement and abandon the Merger:

- (a) The President or any Vice President of the constitution corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other Merging Corporation.
- (b) On the giving of notice as provided in the immediately preceding subparagraph (a), this Agreement shall terminate and the proposed Merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Merging Corporation as a result of the termination and abandonment.

### **ARTICLE 5. INTERPRETATION AND ENFORCEMENT**

#### **Further Assurances**

5.01. Basecorp agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Basecorp further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the

Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

#### Entire Agreement; Counterparts

5.02. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

#### Controlling Law

5.03. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on May 14, 1997.

BASECORP ACQUISITION CORP., a Georgia corporation

By: 

Its: President

Attest:

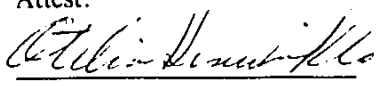
  
Secretary

BANK SYSTEMS & EQUIPMENT CORP., a Florida corporation

By: 

Its: PRESIDENT

Attest:

  
Secretary