

F50372



ACCOUNT NO. : 072100000032

REFERENCE : 681123 81579A

AUTHORIZATION :

Patricia T. Pitt

COST LIMIT : \$ 122.50

ORDER DATE : January 26, 1998

ORDER TIME : 9:46 AM

EFFECTIVE DATE
1/31/98

Merger

ORDER NO. : 681123-010

600002411336--1

CUSTOMER NO: 81579A

CUSTOMER: L. A. Gornto, Jr., Esq
L. A. Gornto, Jr., Esq
Suite 400
149-f South Ridgewood Avenue
Daytona, FL 32114

ARTICLES OF MERGER

HTE-SOFTWARE MANAGEMENT,
INC.

INTO

H.T.E.

Name	INC.
Availability	1/26/97
Document	
Examiner	<i>Don</i>
Updater	<i>Don</i>
Update	
Verifier	<i>Don</i>
Copy	
Acknowledgement	<i>Don</i>
W.P. Verifier	<i>Don</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Stscherban

EXAMINER'S INITIALS:

FILED
98 JAN 26 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
98 JAN 26 AM 10:42
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

HTE - SOFTWARE MANAGEMENT, INC., a Florida corporation P94000091177

,

INTO

H. T. E., INC., a Florida corporation, F50372

File date: January 26, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

EFFECTIVE DATE
1/31/98

FILED
98 JAN 26 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
ARTICLES OF MERGER
OF

HTE-SOFTWARE MANAGEMENT, INC.
a Florida corporation,

INTO

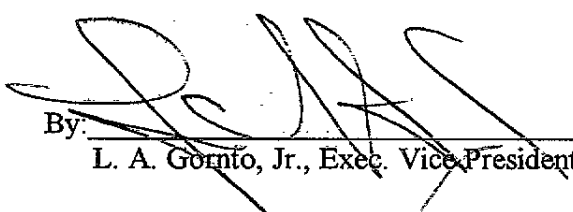
H.T.E., INC.
a Florida corporation

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations, adopt the following Articles of Merger:

- FIRST:** The plan of merger is set forth in the Agreement and Plan of Merger dated January 21, 1998 (the "Plan of Merger") by and between H.T.E., Inc., a Florida corporation ("Parent") and HTE-Software Management, Inc., a Florida corporation and a wholly-owned subsidiary of Parent ("Subsidiary"), with Parent being the surviving corporation. An executed copy of the Plan of Merger is attached hereto as Exhibit "A" and made a part hereof.
- SECOND:** Pursuant to Section 607.1105(1)(b) of the Act, the effective time and date of the merger contemplated hereby shall be 12:00 P.M. on January 31, 1998, provided that these Articles of Merger have been filed with the Secretary of the State of Florida by such time and date.
- THIRD:** The Plan of Merger was approved and adopted by each of the Board of Directors of Subsidiary and the Board of Directors of Parent on the 21st day of January, 1998; however, shareholder approval of the Plan of Merger is not required by the shareholders of either Subsidiary or Parent pursuant to Section 607.1104 of the Act.

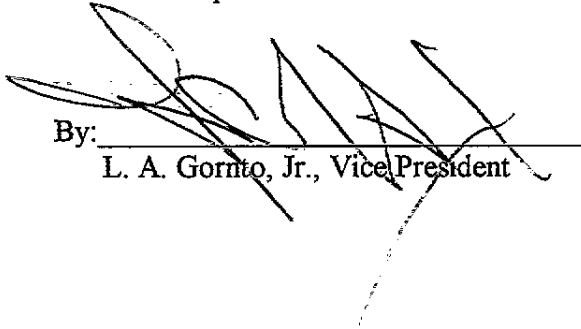
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 21st day of January, 1998.

H.T.E., INC., a Florida corporation

By: 

L. A. Gornio, Jr., Exec. Vice President

HTE-SOFTWARE MANAGEMENT, INC.
a Florida corporation

By: 

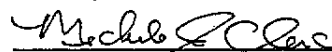
L. A. Gornto, Jr., Vice President

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of January, 1998, by L. A. Gornto, Jr., as Executive Vice President of H.T.E., Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Notary Public

State of Florida at Large

My commission expires:



MICHELE LECLERC
Notary Public, State of Florida
My Comm. Exp. Apr. 28, 1999
Comm. No. CC 446577

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of January, 1998, by L. A. Gornto, Jr., as Vice President of HTE-Software Management, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Notary Public

State of Florida at Large

My commission expires:



MICHELE LECLERC
Notary Public, State of Florida
My Comm. Exp. Apr. 28, 1999
Comm. No. CC 446577

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of this 21st day of January, 1998, by between H.T.E., Inc., a Florida corporation ("Parent"), and HTE-Software Management, Inc., a Florida corporation ("Subsidiary") (collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary is engaged in the business of software licensing and services in Seminole County, Florida and desires to merge with and into Parent being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, as of and effective December 15, 1994, Parent is the record and beneficial owner of all of the one thousand (1,000) issued and outstanding shares of capital stock, par value \$1.00 per share, of Subsidiary (the "Subsidiary Common Stock") pursuant to that certain Subscription Agreement dated December 15, 1994, by and between Parent and Subsidiary; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth in this Plan, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, the corporations, parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree, as of the Effective Time (defined herein), as follows:

1. **THE MERGER.** At the Effective Time and in accordance with the provisions of this Plan and the articles of merger as required by the Act (the "Articles of Merger"), Subsidiary shall be merged with and into Parent and the separate existence of Subsidiary shall cease. Parent shall be the surviving corporation in the Merger and shall continue its corporate existence under the Act under its current name (the "Surviving Corporation").

2. **EFFECTIVE TIME OF THE MERGER.** Simultaneously with or as soon as practicable after the execution of this Plan, Parent and Subsidiary will execute the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of Florida; and the Merger shall become effective at such time (the "Effective Time") as shall be stated in the Articles of Merger.

3. **EFFECT OF MERGER.** At the Effective Time: (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a private nature, of the Constituent Corporations, and all obligations owed to, belonging to or due to each of the Constituent Corporations, all of which shall be vested in the Surviving

Corporation pursuant to the Act without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain obligations of the Surviving Corporation pursuant to the Act without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Articles of Incorporation and By-laws of the Surviving Corporation shall be identical to those of the Surviving Corporation as in effect immediately prior to the Effective Time. The directors and officers of Parent shall be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earliest death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and By-laws.

5. **STATUS AND CANCELLATION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of either of the Constituent Corporations:

- 5.1 All of the shares of common stock of Subsidiary which shall be issued and outstanding at the Effective Time shall cease to exist and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.
- 5.2 Each share of common stock of Subsidiary held by Parent shall be automatically canceled and shall cease to exist from and after the Effective Time.
- 5.3 The Merger shall not effect any change in any option to purchase common stock of Parent which is issued and outstanding at the Effective Time and each such option shall remain outstanding after the Effective Time as an option to purchase the same number of shares of common stock of the Surviving Corporation.

6. **CLOSING OF SUBSIDIARY'S TRANSFER BOOKS.** At the Effective Time, the stock transfer books of Subsidiary shall be closed and no transfer of shares of Subsidiary which were outstanding immediately prior to the Effective Time shall thereafter be made.

7. **DISSENTERS' RIGHTS.** Any holder of Subsidiary Common Stock who, except for the applicability of Section 607.1104(1)(a) of the Act which provides that a vote of the shareholders of Parent or Subsidiary is not required to approve the Merger, would be entitled to vote on the Merger and who wishes to dissent, is entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

8. **FURTHER ASSURANCES.** From time to time and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and

other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of Subsidiary to the Surviving Corporation.

9. **COSTS AND EXPENSES.** Parent shall pay all costs and expenses of accomplishing the Merger.

10. **TERMINATION.** If for any reason consummation of the Merger is inadvisable in the opinion of the board of directors of Parent, this Plan may be terminated at any time before the Effective Time by resolution of the board of directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further force or effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents or shareholders.

11. **MISCELLANEOUS.**

11.1 **Entire Agreement.** This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understanding as to such subject matter.

11.2 **Amendments and Modifications.** At any time before the filing with the Secretary of State of Florida of the Articles of Merger to be filed in connection with this Plan, the board of directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.

11.3 **Headings.** The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

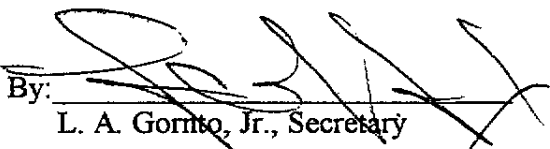
11.4 **Governing Law.** This Plan shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective boards of directors have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

H.T.E., Inc., a Florida corporation

By: 
L. A. Gornto, Jr., Exec. Vice President

ATTEST:

By: 
L. A. Gornto, Jr., Secretary

HTE-Software Management, Inc.,
a Florida corporation

By: 
L. A. Gornto, Jr., Vice President

ATTEST:

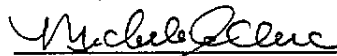
By: 
L. A. Gornto, Jr., Secretary

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of January, 1998, by L. A. Gornto, Jr., as Executive Vice President and Secretary of H.T.E., Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

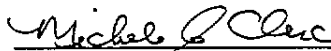


Notary Public
State of Florida at Large
My commission expires:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of January, 1998, by L. A. Gornto, Jr., as Vice President and Secretary of HTE-Software Management, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Notary Public
State of Florida at Large
My commission expires:



MICHELE LECLERC
Notary Public, State of Florida
My Comm. Exp. Apr. 13,
Comm. No. 00



MICHELE LECLERC
Notary Public, State of Florida
My Comm. Exp. Apr. 13,
Comm. No. 00