

**F50372**

**Florida Department of State**  
 Division of Corporations  
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To: Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

**SUNGARD PUBLIC SECTOR INC.**

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SunGard Public Sector Bi-Tech LLC	Delaware	limited liability company
SunGard Public Sector Pentamotion Inc.	Pennsylvania	corporation
HTE-UCS, Inc.	Florida	corporation H31600

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SunGard Public Sector Inc.	Florida	corporation F50372

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:  
December 31, 2008 at 11:59 PM EST

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

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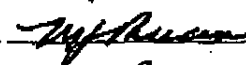

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
SunGard Public Sector Bi-Tech LLC		Michael J. Ruane, Auth. Rep.
SunGard Public Sector Pentamotion Inc.		Michael J. Ruane, V. Pres.
HTE-UCS, Inc.		Michael J. Ruane, V. Pres.
SunGard Public Sector Inc.		Michael J. Ruane, V. Pres.

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75

**AGREEMENT AND PLAN OF MERGER**

**Parties:**

**SUNGARD PUBLIC SECTOR BI-TECH LLC,**  
a Delaware limited liability company ("Bi-Tech")  
890 Fortress Street  
Chico, CA 95973

**SUNGARD PUBLIC SECTOR PENTAMATION INC.,**  
a Pennsylvania corporation ("Pentamation")  
3 West Broad Street, Suite 1  
Bethlehem, PA 18018

**HTE-UCS, INC.,**  
a Florida corporation ("HTE")  
2005 West Cypress Creek Road, Suite 100  
Fort Lauderdale, FL 33309-1835

**SUNGARD PUBLIC SECTOR INC.,**  
a Florida corporation ("PS" or the "Surviving Corporation")  
1000 Business Center Drive  
Lake Mary, FL 32746

**Dated:**

May 24, 2008

**Background:** Bi-Tech, Pentamation and HTE are wholly owned subsidiaries of PS, and for various business and tax reasons, the Board of Directors of Pentamation, HTE and PS, and the Board of Managers of Bi-Tech, have determined that it is advisable and in the best interest of each entity and their respective shareholder and member that Bi-Tech, Pentamation and HTE be merged with and into PS. The merger of Bi-Tech, Pentamation and HTE with and into PS (the "Merger") will be effected on the terms stated in this Agreement and Plan of Merger ("Agreement"). The Board of Directors and the shareholder of each of Pentamation, HTE and PS and the Board of Managers and sole member of Bi-Tech have each unanimously adopted resolutions approving this Agreement in the manner required by the laws of the State of Delaware, Commonwealth of Pennsylvania, and the State of Florida. Accordingly, a Certificate of Merger will be filed with the Secretary of State of the State of Delaware, Articles of Merger will be filed with the Secretary of State of the Commonwealth of Pennsylvania, and Articles of Merger will be filed with the Secretary of State of the State of Florida.

**INTENDING TO BE LEGALLY BOUND,** Bi-Tech, Pentamation, HTE and PS hereby adopt this Agreement, and agree that Bi-Tech, Pentamation and HTE shall be merged with and into PS on the following terms:

1. **Merger.** On the Effective Date (as hereinafter defined), Bi-Tech, Pentamation and HTE shall be merged with and into PS and all property of each of Bi-Tech, Pentamation and HTE, real, personal and mixed, and all assets, rights, privileges, powers and all and every other interest (collectively, the "Property") shall vest in PS without any other instrument, and thereafter be as effectually the property of PS as it was of each of Bi-Tech, Pentamation and HTE, in compliance with the Delaware Limited Liability Company Act, the Pennsylvania Business Corporation Law of 1988, as revised, and the Florida Business Corporation Act, and PS shall become subject to all the debts and liabilities of each of Bi-Tech, Pentamation and HTE as if PS had itself incurred them, and further the Merger shall have the effect provided for under such laws. The title to any real estate vested by deed or otherwise under the laws of Delaware, Pennsylvania, Florida or any other jurisdiction, shall not revert or be in any way impaired by reason of the Merger. PS shall be the corporation surviving the Merger and shall continue to exist and to be governed by the laws of the State of Florida. The corporate existence and identity of PS, with its purposes and powers, shall continue unaffected and

shall continue unaffected and unimpaired by the Merger, and PS shall succeed to and be fully vested with the existence and identity of each of BI-Tech, Pentamotion and HTE. The separate existence and identity of BI-Tech, Pentamotion and HTE shall cease upon the Effective Date, and BI-Tech, Pentamotion, HTE and PS shall be a single Florida corporation. On the Effective Date, all outstanding stock certificates of Pentamotion and HTE shall be cancelled without consideration, all outstanding membership certificates of BI-Tech shall be cancelled without consideration, and all outstanding stock certificate of PS shall be unaffected by the Merger.

2. **Name and Registered Office of Surviving Corporation.** On the Effective Date, the name of the Surviving Corporation shall be SunGard Public Sector Inc. with its registered agent being CT Corporation System, located at 1200 South Pine Island Road, Plantation, FL 33324.

3. **Articles of Incorporation of Survivor.** Immediately after the Merger, the Articles of Incorporation of the Surviving Corporation shall be the same as before the Merger.

4. **Bylaws.** Immediately after the Merger, the Bylaws of the Surviving Corporation shall be the same as before the Merger.

5. **Directors and Officers.** Immediately after the Merger, the directors and officers of the Surviving Corporation shall be the same as before the Merger.

6. **Effective Date.** As used in this Agreement, "Effective Date" shall mean December 31, 2008, 11:59 PM EST.

7. **Termination.** This Agreement may be terminated, abandoned or amended by any party before the Effective Date.

8. **Location and Copies of Agreement.** Copies of the executed Agreement shall be on file at 880 East Swedesford Road, Wayne, PA 19087 and copies will be furnished by the Surviving Corporation, upon written request and without cost, to any member of BI-Tech or shareholder of Pentamotion, HTE and PS.

9. **Counterparts.** This Agreement may be (1) executed in counterparts and all such counterparts shall constitute one agreement, notwithstanding that all officers or managers may not be signatories to the same counterpart; and (2) executed and delivered by facsimile, and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered.

10. **Severability.** If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

11. **Section Headings.** Section headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect its interpretation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized officers and have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**SUNGARD PUBLIC SECTOR BI-TECH LLC**

By: \_\_\_\_\_  
Michael J. Ruane, Manager

**SUNGARD PUBLIC SECTOR PENTAMATION INC.**

By: \_\_\_\_\_  
Michael J. Ruane, Vice President

Attest:† \_\_\_\_\_  
Leslie S. Brush, Secretary

**HTE-UCS, INC.**

By: \_\_\_\_\_  
Michael J. Ruane, Vice President


Attest:† \_\_\_\_\_  
Leslie S. Brush, Secretary

**SUNGARD PUBLIC SECTOR INC.**

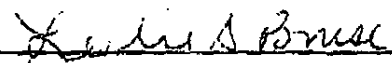
By: \_\_\_\_\_  
Michael J. Ruane, Vice President

Attest:† \_\_\_\_\_  
Leslie S. Brush, Secretary

\*The signature appearing immediately below shall serve as the signature at each place indicated with an "\*" on this document.

  
\_\_\_\_\_  
Michael J. Ruane

†The signature appearing immediately below shall as the signature at each place indicated with a "†" on this document.

  
\_\_\_\_\_  
Leslie S. Brush

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