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## MERGER OR SHARE EXCHANGE IMAGE API, LLC

Certificate of Status	0
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B. KOHR

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B. KOHR  
MAR 8 2012  
EXAMINER

3/7/2012

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**CERTIFICATE OF MERGER**  
of  
**IAPAC ACQUISITION COMPANY, LLC**  
with and into  
**IMAGE API, LLC**

Pursuant to 620.4382, Florida Statutes

1. The name and form of each merging party and the jurisdiction of its governing law are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form</u>
1) IAPAC Acquisition Company, LLC	Delaware	Limited Liability Company
2) Image API, LLC	Florida	Limited Liability Company

2. The name, form and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form</u>
Image API, LLC	Florida	Limited Liability Company

3. The attached plan of merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

4. 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 under which such other business entity is formed.

*(Signature Page Follows)*

5. Signature(s) for Each Party:

IAPI ACQUISITION COMPANY, LLC

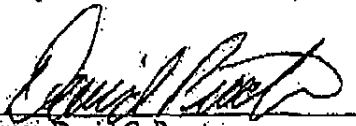
By:   
Name: David G. Proctor  
Title: President

IMAGE API, LLC

By: \_\_\_\_\_  
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

*[Signature Page Certificate of Merger of IAPI Acquisition Company, LLC  
with and into Image API, LLC (FL)]*

5. Signature(s) for Each Party:

I-API ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: David G. Proctor  
Title: President

IMAGE API, LLC

By: R. D. Griffith, Jr.  
Name: Richard D. Griffith, Jr.  
Title: Chief Executive Officer

*[Signature Page Certificate of Merger of I-API Acquisition Company, LLC  
with and into Image API, LLC (FL)]*

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of March 7, 2012, is by and among IAPI Acquisition Company, LLC, a Delaware limited liability company ("Acquiror"), Image API, LLC, a Florida limited liability company ("IAPI"), and Image API Holdings, LLC, a Delaware limited liability company ("IAPI Holdings"), the sole member of IAPI.

WITNESSETH:

WHEREAS, Acquiror and IAPI Holdings are the owners of all the outstanding membership interests in IAPI;

WHEREAS, Acquiror desires to merge with and into IAPI (the "Merger"), with IAPI being the surviving limited liability company (the "Survivor");

WHEREAS, all of the membership interests in IAPI owned by Acquiror shall be cancelled, and all of the membership interests in Acquiror shall be converted into membership interests in IAPI Holdings;

WHEREAS, the Survivor shall continue its existence as a Florida limited liability company with the name Image API, LLC, which shall be a wholly-owned subsidiary of IAPI; and

WHEREAS, this Agreement and the consummation of the Merger have been approved by Acquiror, IAPI and IAPI Holdings in accordance with their governing documents and applicable law.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.  
THE MERGER

Section 1.01 Merger.

(a) At the Effective Time (as defined below), Acquiror shall be merged with and into IAPI, the separate existence of Acquiror shall cease, and the Survivor shall be the surviving entity and continue its existence as a Florida limited liability company.

(b) The Merger shall become effective (the "Effective Time") on the later of (i) the date and time that a Certificate of Merger with respect to the Merger, substantially in the form attached hereto as Exhibit A, is accepted for filing by the Secretary of State of the State of Delaware, and (ii) the date and time that a Certificate of Merger with respect to the Merger, substantially in the form attached hereto as Exhibit B, is accepted for filing by the Secretary of State of the State of Florida.

**Section 1.02 Membership Interests.**

(a) All of the outstanding membership interests of Acquiror immediately before the Effective Time, and all rights in respect thereof, automatically by virtue of the Merger and without any action on the part of any party hereto or the holder thereof, shall be converted into (i) 156,750 Preferred Units of IAPI Holdings and (ii) 825,000 Common Units of IAPI Holdings distributed among the members of Acquiror as set forth on Exhibit C hereto.

(b) At the Effective Time, all of the membership interests of IAPI owned by Acquiror immediately before the Effective Time shall be cancelled, and all of the membership interests of IAPI owned by IAPI Holdings shall remain outstanding and shall constitute the only outstanding membership interests of the Survivor.

**Section 1.03 Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in Section 18-209 of the Delaware Limited Liability Company Act and Section 608.4382 of the Florida Limited Liability Company Act.

**ARTICLE II.  
THE SURVIVOR**

**Section 2.01 Articles of Organization.** The Articles of Organization of IAPI, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Survivor unless and until thereafter amended in accordance with its terms and applicable law.

**Section 2.02 Limited Liability Company Agreement.** The Limited Liability Company Agreement attached hereto as Exhibit D, adopted as of the date hereof, shall be the Limited Liability Company Agreement of the Survivor unless and until thereafter amended in accordance with its terms and applicable law.

**Section 2.03 Officers.** The officers of the Survivor will be as set forth in the Limited Liability Company Agreement attached hereto as Exhibit D, each to hold office at the pleasure of the sole member of the Survivor.

**ARTICLE III.  
MISCELLANEOUS**

**Section 3.01 Amendments.** Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by Acquiror, IAPI and IAPI Holdings.

**Section 3.02 No Waivers.** No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Section 3.03 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and

assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 3.04 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware, without reference to principles of conflicts of law.

Section 3.05 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above:

IAPT ACQUISITION COMPANY, LLC

By: 

Name: David G. Proctor

Title: President

IMAGE API, LLC

By: \_\_\_\_\_

Name: Richard S. Griffith, Jr.

Title: Chief Executive Officer

IMAGE API HOLDINGS, LLC

By: \_\_\_\_\_

Name: Richard S. Griffith, Jr.

Title: Chief Executive Officer

*[Signature Page for Agreement and Plan of Merger]*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

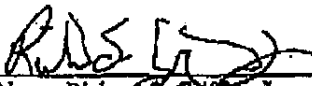
IAMI ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: David G. Proctor  
Title: President

IMAGE API, LLC

By:   
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

IMAGE API HOLDINGS, LLC

By:   
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

*[Signature Page for Agreement and Plan of Merger]*

EXECUTION VERSION

EXHIBIT A

Certificate of Merger

(see attached)

**CERTIFICATE OF MERGER**  
**of**  
**IAPI ACQUISITION COMPANY, LLC**  
**with and into**  
**IMAGE API, LLC**

Pursuant to Title 6, Section 18-209  
of the Delaware Limited Liability Company Act

1. The name and state of organization of each of the constituent parties to the merger are IAPI Acquisition Company, LLC, a Delaware limited liability company ("Buyer"), and Image API, LLC, a Florida limited liability company ("Image API").
2. The name of the surviving business entity (the "Survivor") is Image API, LLC, a Florida limited liability company.
3. An Agreement and Plan on Merger has been authorized and approved by the members of each of Buyer and Image API in accordance with the laws of the jurisdiction where such entity is organized.
4. An Agreement and Plan of Merger has been approved and executed. An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of the Survivor at Koger Executive Center, 2670 Executive Center Circle W, Tallahassee, Florida 32301 and will be furnished by the Survivor, on request and without cost, to any member of Buyer or Image API, LLC.
5. The Survivor agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of Buyer, and the Survivor irrevocably appoints the Secretary of State of the State of Delaware as agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware to the Survivor is Koger Executive Center, 2670 Executive Center Circle W, Tallahassee, Florida 32301.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Certificate of Merger to be executed on this \_\_\_\_ day of March, 2012.

IAPI ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: David G. Proctor  
Title: President

IMAGE API, LLC.

By: \_\_\_\_\_  
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

*[Signature Page Certificate of Merger of IAPI Acquisition Company, LLC  
with and into Image API, LLC (DE)]*

**EXHIBIT B**

**Certificate of Merger**

(see attached)

**CERTIFICATE OF MERGER**  
**of**  
**I-API ACQUISITION COMPANY, LLC**  
**with and into**  
**IMAGE API, LLC**

Pursuant to 620.4382, Florida Statutes

1. The name and form of each merging party and the jurisdiction of its governing law are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form</u>
1) I-API Acquisition Company, LLC	Delaware	Limited Liability Company
2) Image API, LLC	Florida	Limited Liability Company

2. The name, form and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form</u>
Image API, LLC	Florida	Limited Liability Company

3. The attached plan of merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

4. 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 under which such other business entity is formed.

*(Signature Page Follows)*

5. Signature(s) for Each Party:

IAPI ACQUISITION COMPANY, LLC

By: \_\_\_\_\_  
Name: David G. Proctor  
Title: President

IMAGE API, LLC

By: \_\_\_\_\_  
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

*[Signature Page Certificate of Merger of IAPI Acquisition Company, LLC  
with and into Image API, LLC (FL)]*

EXHIBIT C

Merger Consideration

Investor	Number of Preferred Units	Number of Common Units
Milestone Partners IV AIV, L.P.	113,643.75	598,125.00
Milestone Partners IV, L.P. 2	43,106.25	226,875.00
<b>TOTAL</b>	156,750.00	825,000.00



**EXHIBIT D**

**Limited Liability Company Agreement**

**(see attached)**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
IMAGE API, LLC**

This Limited Liability Company Agreement (this "Agreement") of Image API, LLC, a Florida limited liability company (the "Company"), dated as of February 27, 2012, is entered into by and between the Company and Image API Holdings, LLC, a Delaware limited liability company ("Holdings"), pursuant to and in accordance with the Florida Limited Liability Company Act (the "Act"), for the regulation and management of the Company.

1. Name. The name of the Company is Image API, LLC.
2. Formation. The Company has been converted from a Florida corporation to a Florida limited liability company by executing and delivering a Certificate of Conversion and Articles of Organization to the Florida Secretary of State in accordance with the Act.
3. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be formed under the Act and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.
4. Registered Office; Registered Agent. The Company's initial registered agent and office shall be CT Corporation at 1200 South Pine Island Road, Plantation, Florida 33324. The registered office and agent may be changed by filing the address of the new registered office or agent with the Secretary pursuant to the Act.
5. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Managers (as defined below herein) may designate, which need not be in the State of Florida. The Company may have such other offices as the Managers may designate.
6. Member.

(a) The term "Member" as used in this Agreement means Holdings, in its capacity as a member (as defined in the Act) of the Company, and any person hereafter admitted to the Company as a member, but such term does not include any person who has ceased to be a member of the Company. The name and the mailing address of the initial Member is as follows:

Image API Holdings, LLC  
c/o Milestone Partners  
555 East Lancaster Ave., Suite 500  
Radnor, PA 19087  
Attention: Mr. David G. Proctor  
Fax No.: (610) 526-2701

(b) Notwithstanding the foregoing or anything else in this Agreement, nothing herein shall prevent the Member from pledging its membership interest and/or any and all rights

arising in connection therewith, hereunder or in connection herewith, nor shall this Agreement restrict any pledgee of such a pledge from exercising any and all rights and remedies in connection with such pledge, including, without limitation, to the extent such pledge is foreclosed upon in accordance with the agreements creating such pledge, the right to transfer such membership interest to itself or any other person or entity (which, for the sake of clarity, would become a member) or exercising voting or consensual rights or appointing officers or agents or the right to amend this Agreement.

(c) The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 608.4237 of the Act.

(d) The membership interests of the Company are uncertificated and are not "securities" for purposes of Article 8 of the Florida Uniform Commercial Code (Florida Statutes 678.1011 et. al., as amended).

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purposes set forth in Section 3, including any and all powers set forth in the Act.

8. Term. The term of the Company shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 608.449 of the Act, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the Act. No other event shall cause dissolution of the Company.

9. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member in its sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

10. Distributions. The Company shall make cash distributions to the Member at such times and in such amounts as may be determined by the Managers. The Company may make non-cash distributions to the Member at such times and in such forms as may be determined by the Managers. Notwithstanding any other provision of this Agreement, neither the Company, nor the Managers on behalf of the Company, shall make a distribution to the Member if such distribution would violate the Act or other applicable law.

11. Management. Subject to the provisions of the Act and any limitations in this Agreement as to action to be authorized or approved by the Member, all management powers over the business and affairs of the Company shall be exclusively vested in the managers (as defined in the Act) (the "Managers"). Upon appointment by the Member, each Manager shall hold office until death, disability, resignation or removal at any time, with or without cause, by the Member. The Member shall appoint each successor Manager, provided that at all times one of the Managers shall be the then-current Chief Executive Officer of the Company. The initial Managers, as of the effectiveness of this Agreement, shall be Richard S. Griffith, Jr., David G.

Proctor, Eric C. Andersen and W. Scott Warren. Except as otherwise provided in this Agreement or pursuant to applicable law, all actions of the Managers shall require the affirmative vote of at least a majority of the Managers, or if there are less than three Managers, the affirmative vote of all Managers. The Member, by virtue of its status as a member of the Company, shall not have any management power over the business and affairs of the Company or actual or apparent authority to enter into contract on behalf of, or to otherwise bind, the Company.

12. Powers of Execution.

(a) Checks and Notes. All checks and other demands for money and notes and any other instrument for the payment of money shall be signed on behalf of the Company by a Manager or by such other person or persons as any Manager may from time to time designate. The signature of any Manager or any such other person may be a facsimile if so authorized by such Manager.

(b) Contracts and Deeds. All contracts, deeds and instruments shall be signed on behalf of the Company by a Manager or by such other person or persons as any Manager may from time to time designate.

(c) Interests in Other Entities. All shares of stock, partnership interests, limited liability company interests or other interests owned by the Company in other entities shall be voted or represented, as the case may be, on behalf of the Company by a Manager or such other person or persons as shall be designated by any Manager.

13. Exculpation. NONE OF THE MANAGERS, THE MEMBER, OR ANY OWNER, OFFICER, DIRECTOR OR EMPLOYEE OF THE COMPANY OR OF THE MEMBER, SHALL BE LIABLE, RESPONSIBLE OR ACCOUNTABLE IN DAMAGES OR OTHERWISE TO THE COMPANY OR THE MEMBER FOR ANY ACTION TAKEN OR FAILURE TO ACT (EVEN IF SUCH ACTION OR FAILURE TO ACT CONSTITUTED THE NEGLIGENCE OF A PERSON, INCLUDING THE PERSON FOR WHOM EXCULPATION IS SOUGHT HEREUNDER) ON BEHALF OF THE COMPANY WITHIN THE SCOPE OF THE AUTHORITY CONFERRED ON THE PERSON DESCRIBED IN THIS AGREEMENT OR BY LAW UNLESS SUCH ACT OR OMISSION WAS PERFORMED OR OMITTED FRAUDULENTLY OR CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT THAT, AT LAW OR IN EQUITY, ANY MANAGER, THE MEMBER, OR ANY OWNER, OFFICER, DIRECTOR OR EMPLOYEE OF THE COMPANY OR OF THE MEMBER HAVE DUTIES (INCLUDING FIDUCIARY DUTIES) AND LIABILITIES RELATING TO THE COMPANY, ANY MANAGER, THE MEMBER OR ANY OWNER, OFFICER, DIRECTOR OR EMPLOYEE OF THE COMPANY OR OF THE MEMBER ACTING UNDER THIS AGREEMENT SHALL NOT BE LIABLE TO THE COMPANY OR THE MEMBER FOR THEIR RELIANCE ON THE PROVISIONS OF THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT, TO THE EXTENT THAT THEY EXPAND OR RESTRICT THE DUTIES AND LIABILITIES OF ANY MANAGER, THE MEMBER OR ANY OWNER, OFFICER, DIRECTOR OR EMPLOYEE OF THE COMPANY OR THE MEMBER OTHERWISE EXISTING AT LAW OR IN EQUITY, ARE AGREED TO BY THE MEMBER PURSUANT TO THE PROVISIONS OF SECTION 608.423 OF THE ACT TO REPLACE SUCH OTHER DUTIES AND LIABILITIES OF ANY MANAGER, THE MEMBER OR ANY OWNER, OFFICER, DIRECTOR OR EMPLOYEE OF THE COMPANY OR OF THE MEMBER.

14. Indemnification.

(a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was, at any time prior to or during which this Section 14 is in effect, a Manager or member of the Company, or is or was, at any time prior to or during which this Section 14 is in effect, serving at the request of the Company, as a Manager, director or officer of a corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan against reasonable expenses (including attorneys' fees), judgments, fines, penalties, amounts paid in settlement and other liabilities actually and reasonably incurred by such person in connection with such action, suit, or proceeding to the full extent permitted by law.

(b) Expenses incurred by a person who is or was a Manager or member of the Company in appearing at, participating in or defending any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Company at reasonable intervals in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member or Manager to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by this Section 14. The indemnification and advancement of expenses provided by Section 14 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expense may be or become entitled under any law, this Agreement, the decision of the Managers, or the Member or otherwise, or under any policy or policies of insurance purchased and maintained by the Company on behalf of any such person, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Manager or member and shall inure to the benefit of the heirs, executors and administrators of such person.

(c) The rights provided by this Section 14 are for the benefit of the persons referred to herein and their respective heirs, executors and administrators and shall be legally enforceable against the Company by such persons (who shall be presumed to have relied on such rights in undertaking or continuing any of the positions referred to herein) or by their respective heirs, executors and administrators. No amendment to or restatement of this Section 14, or merger, consolidation, conversion or reorganization of the Company, shall impair the rights of indemnification provided by this Section 14 with respect to any action or failure to act, or alleged action or failure to act, occurring or alleged to have occurred prior to such amendment, restatement, merger, consolidation, conversion or reorganization.

15. Mergers and Exchanges. Subject to the requirements of the Act, the Company may be a party to a merger, consolidation, share or interest exchange or other transaction authorized by the Act.

16. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented or restated in any manner permitted by applicable law and approved by the Member.

17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Florida (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have  
duly executed this Agreement as of the date first set forth above.

**IMAGE API HOLDINGS, LLC**

By: Richard S. Griffith, Jr.  
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

**IMAGE API, LLC**

By: Richard S. Griffith, Jr.  
Name: Richard S. Griffith, Jr.  
Title: Chief Executive Officer

[Limited Liability Company Agreement of Image API, LLC]

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