

L99000000887



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 164814 4656E

AUTHORIZATION :

Patricia Pigott

COST LIMIT : \$ ~~75~~ 157.50 JB

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 MAR 11 AM 11:08

ORDER DATE : March 11, 1999

ORDER TIME : 9:28 AM

ORDER NO. : 164814-005

500002802025--8

CUSTOMER NO: 4656E

CUSTOMER: Michele J. Turton, Legal Asst
Greenberg Traurig Hoffman
Suite 2050
111 North Orange Avenue
Orlando, FL 32801

ARTICLES OF MERGER

HTE-PHOENIX SYSTEMS, L.L.C.

INTO

H.T.E.-PHOENIX MERGER SUB,
L.L.C.

L99-887

Name	<i>02311</i>
Availability	
Document	<i>02</i>
Exhibit	<i>02</i>
Index	<i>02</i>
Verdict	<i>02</i>
Acknowledgment	<i>02</i>
W.P. Mailing	<i>02</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

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ARTICLES OF MERGER

by and between

HTE-Phoenix Systems, L.L.C., a Connecticut limited liability company

and

L99-887

H.T.E.-Phoenix Merger Sub, L.L.C., a Florida limited liability company

The following Articles of Merger are being submitted in accordance with Chapter 608 of the Florida Statutes (collectively the "Florida Act") and with Chapter 613 of the Connecticut Statutes, known as the Connecticut Limited Liability Company Act (the "Connecticut Act").

FIRST: The name, principal address, jurisdiction and entity type, for the merging party to that certain Agreement and Plan of Merger, dated as of the 1st of March, 1999 (the "Plan of Merger"), are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
HTE-Phoenix Systems, L.L.C. 1000 Business Center Drive Lake Mary, FL 32746 Connecticut Document/ Registration Number: 0001811552	Connecticut	Limited liability company

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
H.T.E.-Phoenix Merger Sub, L.L.C., a Florida limited liability company 1000 Business Center Drive Lake Mary, FL 32746 Florida Document/ L99-887 Registration Number: P99000011596	Florida	Limited liability company

THIRD: The Plan of Merger, which is attached hereto as Exhibit A and made a part hereof, meets the requirements of the Florida Act and the Connecticut Act and was duly authorized and approved by each of the limited liability companies that is a party to the merger in accordance with the Florida Act and the Connecticut Act.

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FOURTH: The attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions, including the State of Florida and the State of Connecticut.

FIFTH: The surviving entity, **H.T.E.-Phoenix Merger Sub, L.L.C.** (the "Company"), is formed under the laws of the State of Florida dealing with limited liability companies, and the Company has appointed L. A. Gornto, Jr. as its registered agent pursuant to those certain Articles of Organization filed on 02/16, 1999, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

SIXTH: No dissenting members of the Company shall have dissenters' rights under the Florida Act.

SEVENTH: The Company has obtained the consent of the sole Member of the merging entity pursuant to the Florida Act.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation, bylaws or limited liability company agreement of any entity that is a party to the merger.

NINTH: The effective date of the merger shall be the date the Articles of Merger are filed with the Florida Department of State and the Connecticut Secretary of State.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each parties' applicable jurisdictions.

ELEVENTH: A copy of the executed Plan of Merger is on file at the principal place of business of the surviving entity, as set forth above. A copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any person holding an interest in either of the limited liability companies a party hereto.

TWELFTH: Signatures comply with the requirements set forth in the Florida Act and the Connecticut Act.

HTE-PHOENIX SYSTEMS, L.L.C.,
a Connecticut limited liability company

By: _____

L.A. Gornto, Jr.

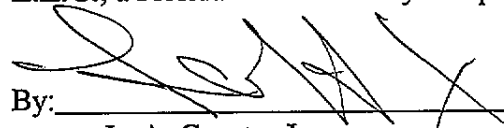
[Print Name]

Its: Authorized Member

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[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**H.T.E.-PHOENIX MERGER SUB,
L.L.C., a Florida limited liability company**

By: 

Its: L. A. Gornito, Jr.
Manager & Executive Vice President
of H.T.E., Inc., its sole member

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of this 1st day of March, 1999, by and between **HTE-Phoenix Systems, L.L.C.**, a Connecticut limited liability corporation (the "Merger Subsidiary"), and **H.T.E.-Phoenix Merger Sub, L.L.C.**, a Florida limited liability company (the "Surviving Entity") (collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Merger Subsidiary desires to merge with and into the Surviving Entity, with H.T.E.-Phoenix Merger Sub, L.L.C. 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 at the time the Articles of Merger shall be filed with the Secretary of State of the State of Florida, H.T.E., Inc., a Florida corporation ("Parent"), is the sole Member of the Merger Subsidiary and the Surviving Entity; and

WHEREAS, Parent, as the sole Member of the Merger Subsidiary and the sole Member of the Surviving Entity and L. A. Gornito, Jr., as the sole manager of Surviving Entity, each has determined that it is advisable and in the best interests of the Member of the Merger Subsidiary and the sole Member of the Surviving Entity that the Merger Subsidiary be merged with and into the Surviving Entity, on the terms and conditions set forth herein, in accordance with Section 608.4381 of the Florida Limited Liability Company Act ("Florida Law") and Section 613 of the Connecticut Limited Liability Company Act (the "Connecticut Act").

NOW, THEREFORE, the Constituent Corporations, parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree, as of the Effective Time (as further 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 Florida Law and the Connecticut Act (the "Articles of Merger"), the Merger Subsidiary shall be merged with and into the Surviving Entity and the separate existence of the Merger Subsidiary shall cease. H.T.E.-Phoenix Merger Sub, L.L.C., as the Surviving Entity, shall be the surviving corporation in the Merger and shall continue its corporate existence under Florida Law under its current name, H.T.E.-Phoenix Merger Sub, L.L.C.

2. **EFFECTIVE TIME OF THE MERGER.** Simultaneously with or as soon as practicable after the execution of this Plan, the Surviving Entity and the Merger 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 Secretary of State of the State of Connecticut; 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 Entity shall own and possess all assets and property of every kind and description, and every interest therein, wherever

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located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a private nature, of the Merger entities, and all obligations owed to, belonging to or due to each of the Merger entities, all of which shall be vested in the Surviving Entity pursuant to Florida Law without further act or deed, and (b) the Surviving Entity shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain obligations of the Surviving Entity pursuant to Florida Law without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Articles of Organization and Regulations of the Surviving Entity shall be identical to the Articles of Organization and Regulations of Surviving Entity in effect immediately prior to the Effective Time and substantially in the form attached hereto as Exhibit A-1 and Exhibit A-2. The manager(s) and officers, if any, set forth on Schedule 1, attached hereto and incorporated by reference in this Plan, shall be the manager(s) and officers, respectively, of the Surviving Entity 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 Entity's Articles of Organization and Regulations.

5. **STATUS AND CONVERSION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of the sole Member of the Merger Subsidiary or the Surviving Entity:

5.1 All of the issued and outstanding units representing an ownership interest in the Merger Subsidiary at the Effective Time shall be converted into, exchanged for and become one (1) validly issued, fully paid and non-assessable membership unit of the Surviving Entity (the "Conversion Unit"); such Conversion Unit shall, immediately upon conversion, be canceled and cease to exist from and after the Effective Time;

5.2 Each membership unit or other ownership interest of the Merger Subsidiary held by the Surviving Entity shall be automatically canceled and shall cease to exist from and after the Effective Time;

5.3 Each option to purchase one membership unit or other ownership interest of the Merger Subsidiary which shall be outstanding at the Effective Time, if any, shall be converted into and exchanged for an option to purchase one (1) membership unit of the Surviving Entity at the same aggregate purchase price on the same other terms and conditions as the option which is converted.

5.4 The Merger shall not effect any change in any option to purchase membership unit of the Surviving Entity 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 membership units of the Surviving Entity;

5.5 After the Effective Time each holder of an outstanding certificate representing an ownership interest of the Merger Subsidiary, if any, may surrender the same to the Surviving Entity and each such holder shall be entitled upon such surrender to receive the number of membership units of or other ownership interest in the Surviving Entity on the basis provided herein. Until surrendered the outstanding membership units of or other ownership interest in the Merger Subsidiary to be

converted into membership units of or other ownership interest in the Surviving Entity as provided herein, may be treated by the Surviving Entity for all corporate purposes as evidencing the ownership of Surviving Entity as though said surrender and exchange had taken place; and

5.6 At the Effective Time, all membership units of or other ownership interest in the Merger Subsidiary that shall then be held by the Merger Subsidiary in its treasury shall cease to exist and all certificates representing such membership units shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.

6. **CLOSING OF THE MERGER SUBSIDIARY'S TRANSFER BOOKS.** At the Effective Time, the transfer books of, or other record of ownership interests in, the Merger Subsidiary shall be closed and no transfer of membership interests of the Merger Subsidiary which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Plan, certificates formerly representing the Merger Subsidiary membership interests are presented to the Surviving Entity, they shall be canceled and exchanged for the same respective membership interest in the Surviving Entity in accordance with this Plan.

7. **DISSENTERS' RIGHTS.** Any holder of the Merger Subsidiary membership interests who, except as otherwise provided by law, would be entitled to vote on the Merger and who wishes to dissent, is entitled, if the member complies with the provisions of Florida Law regarding the rights of dissenting members, to be paid the fair value of such member's membership interests.

8. **FURTHER ASSURANCES.** From time to time from 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 the Merger Subsidiary to the Surviving Entity.

9. **COSTS AND EXPENSES.** The Surviving Entity 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 sole member of the Surviving Entity, this Plan may be terminated at any time before the Effective Time by resolution of the sole member of the Surviving Entity. 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 the Merger Subsidiary or the Surviving Entity, or their directors, officers, managers, members, 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 understandings as to such subject matter.

11.2 Amendments and Modifications. At any time before the filing with the Secretary of State of the State of Florida and the Secretary of State of the State of Connecticut of the Articles of Merger to be filed in connection with this Plan, the sole member of the Merger Subsidiary 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 members have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

HTE-PHOENIX SYSTEMS, L.L.C.,
a Connecticut limited liability corporation

By: _____

Name: L. A. Gornito, Jr.

Title: Executive Vice President of
HTE-Phoenix Systems, L.L.C. and
of H.T.E., Inc., the sole member

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H.T.E.-PHOENIX MERGER SUB, L.L.C.,
a Florida limited liability company

By: _____

Name: L. A. Gornito, Jr.

Title: Sole Manager & Executive Vice President
of H.T.E., Inc., the sole member

ARTICLES OF MERGER
Merger Sheet

MERGING:

HTE-PHOENIX SYSTEMS, L.L.C. a non-qualified Connecticut Limited Liability
Company

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INTO

H.T.E.-PHOENIX MERGER SUB, L.L.C., a Florida corporation, L99000000887

File date: March 11, 1999

Corporate Specialist: Tammi Cline

Account number: 072100000032

Account charged: 157.50