

P97000077672

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December 23, 1997

FILED  
DEC 24 PM 5:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
EFFECTIVE DATE  
12/31/97

VIA FEDERAL EXPRESS

Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

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-12/24/97--01077--001  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

RE: *Merger of SoftMagic Corp. (a Massachusetts corporation)  
With and Into SoftMagic Corp. (a Florida corporation)*

Dear Sir/Madam:

Enclosed please find an original and one copy of the Articles of Merger in connection with the merger of SoftMagic Corp., a Massachusetts corporation, with and into SoftMagic Corp., a Florida corporation, together with a check made payable to "The Secretary of State", in the amount of \$70., representing the filing fee.

Kindly file the original and return the copy to me, stamped with the date of filing. For your convenience in returning same, a self-addressed, stamped envelope has been provided.

Should you have any questions, please do not hesitate to call either Susan Rayne or me. Thank you.

Very truly yours,

*Lisa M. Blanchard*

Lisa M. Blanchard  
Paralegal

VS JAN 7 1998

*Merger*

/LMB

Enclosures

cc: Jennifer Creek, Treasurer  
SoftMagic Corp.  
Susan Rayne, Esquire

P97000077672

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

SOFTMAGIC CORP., a Massachusetts corporation not qualified in Florida

INTO

**SOFTMAGIC CORP.**, a Florida corporation, P97000077672.

File date: December 24, 1997 , effective December 31, 1997

Corporate Specialist: Velma Shepard

**ARTICLES OF MERGER**  
of  
**SOFTMAGIC CORP.**  
(a Massachusetts corporation)  
with and into  
**SOFTMAGIC CORP.**  
(a Florida corporation)

FILED  
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SECRETARY OF STATE  
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*IN COMPLIANCE WITH SECTION 607.1105, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO MERGE A FOREIGN CORPORATION WITH AND INTO A DOMESTIC  
CORPORATION.*

**ARTICLE I**

**AGREEMENT AND PLAN OF MERGER**

Please refer to Exhibit I, attached hereto and made a part hereof.

**ARTICLE II**

**EFFECTIVE DATE OF MERGER**

As set forth at Article 8 of the Agreement and Plan of Merger, the merger shall become effective on December 31, 1997.

**ARTICLE III**

**APPROVAL OF SHAREHOLDERS AND/OR DIRECTORS**

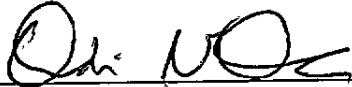
The Agreement and Plan of Merger, in the form attached hereto as Exhibit I, was duly adopted and approved by the stockholders and directors of SoftMagic Corp. (Massachusetts) by unanimous written consent dated December 18, 1997.

The Agreement and Plan of Merger, in the form attached hereto as Exhibit I, was duly adopted and approved by the stockholders and directors of SoftMagic Corp. (Florida) by unanimous written consent dated December 18, 1997.

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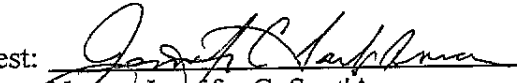
IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 18<sup>th</sup> day of December, 1997.

SOFTMAGIC CORP. (Massachusetts)



Name: André L. Sant'Anna  
Title: President

Attest:



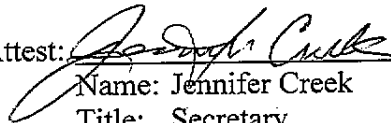
Name: Jennifer C. Sant'Anna  
Title: Clerk

SOFTMAGIC CORP. (Florida)



Name: André L. Sant'Anna  
Title: President

Attest:



Name: Jennifer Creek  
Title: Secretary

EXHIBIT I

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER made this 18th day of December, 1997, by and between SOFTMAGIC CORP. (the "Merging Corporation"), a Massachusetts corporation having a place of business in Waltham, Massachusetts, and SOFTMAGIC CORP. (the "Corporation"), a Florida corporation having its principal place of business in Boca Raton, Florida (the Merging Corporation and the Corporation being collectively referred to herein as the "Constituent Corporations").

WITNESSETH

WHEREAS, the Corporation has an authorized capital stock of 200,000 shares of common stock, \$0.01 par value (the "Corporation Stock"), of which at the date hereof a total of 50,000 shares are issued and outstanding; and

WHEREAS, the Merging Corporation has an authorized capital stock of 200,000 shares of common stock, \$0.01 par value (the "Merging Corporation Stock"), of which at the date hereof a total of 100,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interests of each of the Constituent Corporations that the Merging Corporation be merged with and into the Corporation;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Merging Corporation and the Corporation hereby make this Agreement and Plan of Merger and prescribe the terms and conditions of the merger of the Merging Corporation with and into the Corporation, as follows:

Article 1. On the Effective Date (as defined in Article 8), the Merging Corporation shall be merged with and into the Corporation and the Corporation, which shall not be a new corporation, shall be the surviving corporation. The Corporation as the surviving corporation is referred to hereinafter as the "Surviving Corporation". The separate existence of the Merging Corporation shall cease upon the Effective Date.

Article 2. The name and purpose or purposes, powers, franchises, rights and immunities of the Surviving Corporation and the total number of shares and the par value of each class of stock which the Surviving Corporation is authorized to issue shall continue unaffected and unimpaired by the merger and shall all be as set forth in the Articles of Incorporation of the Corporation, as amended. Such Articles of Incorporation of the Corporation, as amended, as in effect immediately prior to the Effective Date and as amended hereby shall, upon the merger becoming effective, be and continue in full force and effect as the Articles of Incorporation of the Surviving Corporation unless and until the same are altered or amended as provided therein or in accordance with the laws of the State of Florida.

Article 3. The By-laws of the Corporation in effect immediately prior to the Effective Date shall, upon the merger becoming effective, be and continue to be the By-laws of the Surviving Corporation unless and until the same are altered, amended, or repealed in the manner provided by the laws of the State of Florida, the Articles of Incorporation of the Surviving Corporation or said By-laws.

Article 4. The Directors of the Corporation immediately prior to the Effective Date shall, upon the merger becoming effective, constitute the Board of Directors of the Surviving Corporation and each shall continue as Director for the term specified in the By-laws of the

Surviving Corporation and thereafter until his/her successor is duly elected in accordance with the By-laws of the Surviving Corporation.

Article 5. Each of the officers of the Corporation immediately prior to the Effective Date shall, subject to the Corporation's By-laws, upon the merger becoming effective, hold the same office with the Surviving Corporation until the next annual meeting of the Board of Directors of the Surviving Corporation or until the Board of Directors shall otherwise determine.

Article 6. The manner and basis of converting the issued and outstanding shares of the Merging Corporation Stock into shares of Corporation Stock and the method of carrying the merger into effect are as follows:

(a) Each share of Merging Corporation Stock outstanding at the Effective Date shall be converted into .52 fully paid and nonassessable shares of the Corporation (the Surviving Corporation) Stock without any action on the part of the holder thereof. After the Effective Date, each holder of an outstanding certificate or certificates which, prior thereto, represented shares of Merging Corporation Stock shall be entitled, upon surrender thereof, to receive in exchange therefor a certificate or certificates representing the number of shares of Corporation Stock into or for which his shares have been converted or exchanged. Until surrendered, each outstanding certificate which, prior to the Effective Date, represented shares of Merging Corporation Stock shall for all purposes evidence the ownership of the shares of Corporation Stock into or for which such shares have been so converted or exchanged.

(b) All shares of Corporation Stock into which shares of Merging Corporation Stock shall have been converted pursuant to this Article 6 shall be issued in full satisfaction of all rights pertaining to such converted shares.

Article 7. On the Effective Date, all of the estate, property, rights, privileges, powers, and franchises of the Constituent Corporations, and all of their property, real, personal and mixed, and all the debts due on whatever account to any of them, as well as all stock subscriptions and other choses in action belonging to any of them, shall be transferred to and vested in the Surviving Corporation, without further act or deed; and all claims, demands, property, and other interest shall be the property of the Surviving Corporation; and the title to all real estate vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; provided, however, that the rights of creditors of any Constituent Corporation shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against any such Constituent Corporation, or any shareholder, director or officer thereof, be released or impaired by the merger, but the Surviving Corporation shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Constituent Corporations in the same manner and in the same extent as if said Surviving Corporation had itself incurred such liabilities or obligations.

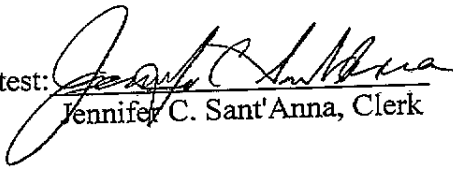
Article 8. The merger shall become effective, and the term "Effective Date" as used in this Agreement and Plan of Merger shall mean December 31, 1997.

Article 9. This Agreement and Plan of Merger may be terminated at any time prior to the Effective Date after action thereon by a majority of each Constituent Corporation's Board of Directors.





Article 10. This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, and may not be altered or amended except pursuant to an instrument in writing signed on behalf of the parties thereto.

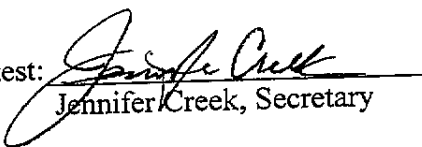
IN WITNESS WHEREOF, the Merging Corporation and the Corporation have caused this Agreement and Plan of Merger to be executed by their duly authorized officers respectively, as a sealed document, all as of the date first above written.

Attest:   
Jennifer C. Sant'Anna, Clerk

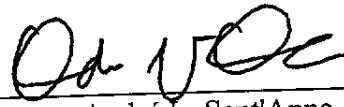
SOFTMAGIC CORP.  
(MASSACHUSETTS)


  
By: André L. Sant'Anna  
Its: President

  
By: Jennifer C. Sant'Anna  
Its: Treasurer

Attest:   
Jennifer Creek, Secretary

SOFTMAGIC CORP.  
(FLORIDA)

  
By: André L. Sant'Anna  
Its: President

  
By: Jennifer Creek  
Its: Treasurer