

Document Number Only

P98000014233

C T Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

300003084983-17

-12/30/99--01079--011

\*\*\*\*\*70.00 \*\*\*\*\*70.00

FILED  
99 DEC 30 PM 1:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Viztec Inc

EFFECTIVE DATE

12-31-99

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ Certified Copy

☐ Photo Copies

☐ CUS / G/S

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick Up

Name

Availability

Document  
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

12/30

PLEASE RETURN COPY(S)  
FILE STAMPED

THANK YOU

LEWIS JAN 3 2000

RECEIVED  
99 DEC 30 PM 12:35  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

VIZTEC INC., a Florida corporation, P98000014233.

INTO

**VIZTEC INC.**, a Delaware corporation not qualified in Florida.

File date: December 30, 1999, effective December 31, 1999

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER  
OF  
VIZTEC INC. A FLORIDA CORPORATION,  
WITH AND INTO  
VIZTEC INC. A DELAWARE CORPORATION**

**FILED**  
99 DEC 30 AM 1:35  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

The undersigned corporation organized and existing under and by virtue of the General Corporation Act of the State of Florida DOES HEREBY CERTIFY:

**FIRST:** The name and state of incorporation of the surviving corporation of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Viztec Inc.	Delaware

**EFFECTIVE DATE**  
12-31-99

**SECOND:** The name and state of incorporation of the merging corporation of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Viztec Inc.	Florida

**THIRD:** A plan and agreement of merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Sections 607.214 through 607.221 of the General Corporation Act of the State of Florida. The name of the surviving corporation is "Viztec Inc." A copy of the Plan of Merger is attached hereto. The surviving corporation is a corporation incorporated under the laws of the State of Delaware.

**FOURTH:** The merger shall become effective on December 31, 1999 at midnight.

**FIFTH:** The Plan of Merger was adopted by the Board of Directors of the surviving corporation on December 28, 1999 and by the stockholders of the surviving corporation as of December 29, 1999.

**SIXTH:** The Plan of Merger was adopted by the Board of Directors of the merging corporation on December 28, 1999 and by the stockholders of the merging corporation as of December 29, 1999.

**SEVENTH:** The authorizing signatures for each corporation are as follows:

VIZTEC INC. (Surviving Corporation)

By: David H. Freeman  
David H. Freeman  
President and Secretary

VIZTEC INC. (Merging Corporation)

By: David H. Freeman  
David H. Freeman  
President and Secretary

## PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER dated as of December 31, 1999 (this "Agreement") is between Viztec Inc., a Delaware corporation ("Viztec Delaware"), and Viztec Inc., a Florida corporation ("Viztec Florida").

### Introduction

The Board of Directors of Viztec Florida and the Board of Directors of Viztec Delaware have determined that it is desirable for, and in the best interest of, their respective corporations that Viztec Florida merge with and into Viztec Delaware (the "Merger") pursuant to the terms and conditions of this Agreement and in accordance with the General Corporation Act of the State of Florida and the General Corporation Law of the State of Delaware. Accordingly, in consideration of the respective agreements hereinafter set forth, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

#### 1. Merger Organization.

1.1. The Merger. As of the Effective Time (as defined in subsection 1.2 hereof), (a) Viztec Florida shall be merged with and into Viztec Delaware, and the separate existence of Viztec Florida shall thereupon cease, and (b) Viztec Delaware, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence and be organized under and governed by the General Corporation Law of the State of Delaware under its present name and with the corporate purposes specified in its Certificate of Incorporation.

1.2. Effective Time. The Merger shall be effected by the filing of a Certificate of Merger with the Secretary of State of Delaware and Articles of Merger with the Department of State of the State of Florida. The Merger shall become effective on December 31, 1999 at midnight (the "Effective Time").

1.3. Certificate of Incorporation and By-Laws. The Certificate of Incorporation and the By-Laws of Viztec Delaware, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and the By-Laws of the Surviving Corporation until thereafter amended as provided therein.

1.4. Directors and Officers. The Directors of Viztec Florida immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Viztec Delaware immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and the By-Laws of the Surviving Corporation.

2. Conversion of Common and Preferred Stock. Each share of Viztec Florida's Common Stock, \$1.00 par value, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one thousand (1,000) validly issued, fully paid and non-assessable shares of Surviving Corporation Common Stock, par value \$.001. All shares of Common Stock of Viztec Delaware, \$.001 par value, issued and outstanding prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of the holder thereof, be canceled and retired and shall assume the status of authorized and unissued shares of Surviving Corporation Common Stock, and no shares of Surviving Corporation Common Stock or other securities of Viztec Delaware shall be issued in respect thereof.

3. Stock Certificates. As of the Effective Time, all of the outstanding certificates that prior thereto represented shares of Viztec Florida Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Surviving Corporation Common Stock into which the shares of Viztec Florida Common Stock represented by such certificates have been converted as herein provided. Until any such outstanding stock certificate shall have been surrendered for transfer or otherwise accounted for to Viztec Delaware, the registered owner thereof on the books and records of Viztec Delaware shall have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Surviving Corporation Common Stock evidenced by such outstanding certificate as above provided.

4. Representations and Warranties of Viztec Delaware. Viztec Delaware represents and warrants to Viztec Florida that each of the statements contained in this Section 4 is true and correct as of the date hereof.

4.1. Organization, Qualification, etc. Viztec Delaware is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted. Viztec Delaware is duly qualified to do business and is in good standing in each jurisdiction in the United States in which its ownership of property or the conduct of its business requires such qualification, except for jurisdictions in which the failure to be so qualified or to be in good standing would not in the aggregate have a material adverse effect on the financial condition of Viztec Delaware.

4.2. Corporate Authority.

(a) Viztec Delaware has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Viztec Delaware have been duly authorized by its Board of Directors and do not require any further authorization or consent of Viztec Delaware or the Board of Directors. This Agreement is, and each of the other agreements and instruments of Viztec Delaware to be executed in connection herewith will be, the legal, valid and binding

obligation of Viztec Delaware, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

(b) Except for approvals, consents or waivers of third parties which shall have been obtained by Viztec Delaware prior to the Closing, the execution, delivery and performance of this Agreement by Viztec Delaware will not (i) conflict with, result in a breach of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any material security interest, lien or other encumbrance upon any material portion of the properties, under the Certificate of Incorporation or By-Laws of Viztec Delaware, or any instrument, agreement, lease, license, franchise, permit, judgment, order, award, decree or other authorization, right or obligation to which Viztec Delaware is a party or any of its properties is subject or by which it is bound (other than those which are not, either individually or in the aggregate, material to the financial condition, properties or business of Viztec Delaware), or any material statute, other law or regulatory provision affecting them, or (ii) require the approval, consent or authorization of, or the making of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental authority or regulatory body.

5. Representations and Warranties of Viztec Florida. Viztec Florida represents and warrants to Viztec Delaware that each of the statements contained in this Section 5 is true and correct as of the date hereof.

5.1. Organization, Qualification, etc. Viztec Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted.

5.2. Corporate Authority.

(a) Viztec Florida has the corporate power and authority to enter into this Agreement and, subject to obtaining Viztec Florida stockholder approval, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Viztec Florida have been duly authorized by its Board of Directors, and, subject to obtaining Viztec Florida stockholder approval, do not require any further authorization or consent of Viztec Florida, its Board of Directors or such stockholders. This Agreement is, and each of the other agreements and instruments of Viztec Florida to be executed in connection herewith will be, the legal, valid and binding obligation of Viztec Florida, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

(b) Except for approvals, consents or waivers of third parties which, if any, shall have been obtained by Viztec Florida prior to the Closing, the execution, delivery and performance of this Agreement by Viztec Florida will not (i) conflict with, result in a breach of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any material security interest, lien or other encumbrance upon any material portion of the properties, under the Restated Articles of Organization, as amended, or By-Laws of Viztec Florida, or any instrument, agreement, lease, license, franchise, permit, judgment, order, award, decree or other authorization, right or obligation to which Viztec Florida is a party of any of its properties is subject or by which it is bound (other than those which are not, either individually or in the aggregate, material to the financial condition, properties or business of Viztec Florida), or any material statute, other law or regulatory provision affecting it, or (ii) require the approval, consent or authorization of, or the making of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental authority or regulatory body.

6. Further Assurances. From time to time, as and when required by Viztec Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Viztec Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Viztec Delaware the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Viztec Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Viztec Delaware are fully authorized to take any and all such action and to execute and deliver any and all such deeds and other instruments.

## 7. General Provisions.

7.1. Expenses. If the Merger is not consummated, all costs and expenses in connection with this Agreement and the transactions contemplated hereby will be borne by the party incurring such costs and expenses. If the Merger is consummated, all such expenses incurred in connection herewith shall be borne by the Surviving Corporation.

7.2. Waiver. No failure to exercise and no delay in exercising, on the part of either party, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

7.3. Amendments. This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

7.4. Enforcement of Liabilities. Viztec Delaware agrees that it may be sued in the State of Florida for any prior obligation of Viztec Florida and any obligation incurred after the Effective Time by Viztec Delaware, including obligations created by Section 607.247 of the Florida General Corporation Act.

7.5. Headings. The descriptive headings of the several sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

7.6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that no party may assign its rights hereunder without the prior written consent of the nonassigning party.

7.7. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

7.8. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

7.9. Specific Performance. The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that any party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.

7.10. Right to Abandon. Viztec Florida may abandon the Merger under this Agreement at any time prior to its consummation if any of its shareholders provides notice that such shareholder intends to seek appraisal rights.



EXECUTED as a sealed instrument as of the date first above written.

VIZTEC INC., a Florida Corporation

By: David H. Freeman  
David H. Freeman  
President and Secretary

VIZTEC INC., a Delaware Corporation

By: David H. Freeman  
David H. Freeman  
President and Secretary