

ACCOUNT FILING COVER SHEET  
**P98000045454**

ACCOUNT NUMBER: FEA000000000

REFERENCE: 2025350  
(Sub Account)

DATE: 11-9

REQUESTOR NAME: Lexis Document Services

ADDRESS:

Morgan  
00 NOV -9 PM 3:35  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

TELEPHONE: ( ) ( )

COMPANY NAME:

CORPORATION NAME: Lyric Capital, Inc.

DOCUMENT NUMBER:  
(if applicable)

100003459281--5

AUTHORIZATION:

Cynthia G. Woodyard  
Cynthia G. Woodyard

- CERTIFIED COPY (1-2)
- CERTIFICATE OF STATUS (1-2)
- REPRODUCED COPY

- Call. When Ready
- Walk In
- Mail Out
- Call. if Problem
- Will Wait
- After 4:00
- Pick Up

*Return to Tony.*

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
NOV -9 AM 11:17  
TO ASSISTANT CLERK  
SECRETARY OF FINING

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

LYRIC CAPITAL, INC., a Florida corporation P98000045454  
,

INTO

**THE LYRIC CAPITAL INVESTMENT CORPORATION**, a Delaware corporation  
not qualified in Florida.

File date: November 9, 2000

Corporate Specialist: Annette Ramsey

Account number: FCA000000005

Amount charged: 70.00

FILED  
00 NOV -9 PM 3:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**OF**

**LYRIC CAPITAL, INC.,  
a Florida corporation**

**INTO**

**THE LYRIC CAPITAL INVESTMENT CORPORATION,  
a Delaware corporation**

Pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA"), the undersigned corporations adopt the following Articles of Merger:

**FIRST:** The Agreement and Plan of Merger for merging Lyric Capital, Inc., a Florida corporation ("Lyric-Florida"), with and into The Lyric Capital Investment Corporation, a Delaware corporation ("Lyric-Delaware"), attached as Exhibit A, was adopted by the board of directors of the Company and of Lyric-Florida.

**SECOND:** All of the shareholders of Lyric-Florida entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by them on August 31, 2000 in accordance with the provisions of Section 607.0704 of the FBCA.

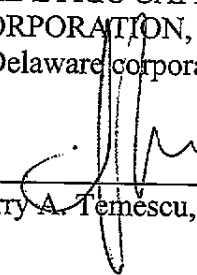
**THIRD:** The merger of Lyric-Florida with and into Lyric-Delaware is permitted by the laws of the state of Delaware and has been authorized in compliance with said laws.

**FOURTH:** The merger shall become effective upon its filing with the Secretary of State of Florida.

Signed this 31 day of August, 2000.

**SURVIVING CORPORATION:**

THE LYRIC CAPITAL INVESTMENT  
CORPORATION,  
a Delaware corporation

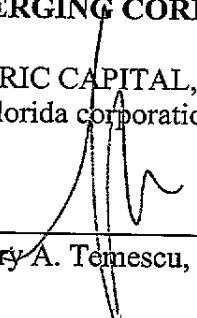


---

Terry A. Temescu, President

**MERGING CORPORATION:**

LYRIC CAPITAL, INC.,  
a Florida corporation



---

Terry A. Temescu, President

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "**Agreement**") is entered into as of August 31, 2000 by and between Lyric Capital, Inc., a Florida Corporation (the "**Terminating Corporation**") and The Lyric Capital Investment Corporation, a Delaware corporation (the "**Surviving Corporation**"), (such two corporations together being herein sometimes called the "**Constituent Corporations**").

### **RECITALS:**

A. The Terminating Corporation is a corporation duly organized and existing under the laws of the State of Florida.

B. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware.

C. The Terminating Corporation hereby merges itself into the Surviving Corporation, which shall be the corporation surviving this Merger (as defined below).

D. The respective boards of directors and all of the voting shareholders or stockholders, as the case may be, of the Constituent Corporations have determined that it is advisable that the Terminating Corporation should be merged with and into the Surviving Corporation on the terms and conditions hereinafter set forth, and have approved the Merger by unanimous written consents dated August 31, 2000.

### **AGREEMENT:**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

#### **ARTICLE I**

1.1 On the "**Effective Date**" (as defined in Section 1.2 below), the Terminating Corporation shall be merged into the Surviving Corporation (such merger being herein referred to as the "**Merger**"). Upon effectiveness of the Merger, the separate existence of the Terminating Corporation shall cease and the Surviving Corporation shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the General Corporation Law of the State of Delaware (the "**DGCL**").

1.2 The Merger shall become effective on upon its filing with the Secretary of State of Florida and the Secretary of State of Delaware (the "**Effective Date**").

## ARTICLE II

2.1 The Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation until the same shall be further altered or amended.

2.2 The By-Laws of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed.

2.3 The directors and officers of the Surviving Corporation in office on the Effective Date shall continue in office and shall constitute the directors and officers of the Surviving Corporation for the term elected until their respective successors shall be elected or appointed and shall have qualified.

## ARTICLE III

3.1 Immediately upon the Effective Date without limiting the force and effect of any applicable provisions of the Florida Business Corporation Act (the "FBCA") or the DGCL with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Corporation, whether tangible or intangible shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporation, respectively. The Terminating Corporation and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, title to and possession of any and all property of the Terminating Corporation and otherwise to carry out all the intents and purposes hereof. The proper officers and directors of the Constituent Corporations are hereby fully authorized in the name and on behalf of the Constituent Corporations, respectively, to take any and all such actions.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DGCL or the FBCA with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Corporation is a party shall be automatically assumed by the Surviving Corporation.

3.3 The Surviving Corporation shall be responsible and liable for all liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to

judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Terminating Corporation, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Terminating Corporation.

#### ARTICLE IV

The manner and basis of converting the shares of stock of the Terminating Corporation into shares of stock of the Surviving Corporation shall be as follows:

4.1 Each issued and outstanding share of stock of the Surviving Corporation, issued and outstanding immediately prior to the Effective Date shall be canceled on the Effective Date, and no payment shall be made with respect thereto.

4.2 Each issued and outstanding share of stock of the Terminating Corporation, which shares represent all of the issued and outstanding capital stock of the Terminating Corporation immediately prior to the Effective Date shall be changed and converted, without any action on the part of the holder thereof, into one (1) fully paid and non-assessable shares of the common stock of the Surviving Corporation.

4.3 Each owner of an outstanding certificate or certificates, which prior to the Effective Date represented shares of the Terminating Corporation shall be entitled, upon surrender of such certificate or certificates to the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of common shares or preferred shares of the Surviving Corporation into which the shares of the Terminating Corporation theretofore represented by the surrendered certificate or certificates shall have been changed and converted as herein provided. Until so surrendered, the outstanding certificates which had represented shares of the Terminating Corporation shall be deemed and treated for all corporate purposes to represent the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

4.4 The certificates representing shares of the Surviving Corporation shall bear the following restrictive legends:

"THE STOCK REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR STATE SECURITIES LAWS AND CANNOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND REGULATIONS PROMULGATED THEREUNDER."

“THE STOCK REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS AGREEMENT DATED AS OF AUGUST 31, 2000, BY AND AMONG THE LYRIC CAPITAL INVESTMENT CORPORATION AND ITS STOCKHOLDERS. THE HOLDER OF THIS CERTIFICATE TAKES THE SAME AND HOLDS IT SUBJECT TO THE TERMS AND CONDITIONS OF SUCH AGREEMENT, AND ANY TRANSFER IN CONFLICT WITH OR IN DEROGATION THEREOF IS VOID AND OF NO LEGAL FORCE OR EFFECT OR VALIDITY WHATSOEVER. THE COMPANY IS UNDER NO OBLIGATION TO RECOGNIZE OR GIVE EFFECT TO ANY TRANSFER IN CONFLICT WITH OR DEROGATION OF SAID AGREEMENT.”

#### **ARTICLE V**

The Surviving Corporation shall pay all expenses incurred in connection with the Merger.

#### **ARTICLE VI**

Each of the Constituent Corporations shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the FBCA and the DGCL to consummate and make effective the Merger, subject however to the appropriate consent of the shareholders or stockholders, as the case may be, of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the FBCA and the DGCL.

#### **ARTICLE VII**

This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

#### **ARTICLE VIII**

Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the date of filing the required Certificate of Merger.

#### **ARTICLE IX**

The Board of Directors of the Surviving Corporation may amend, modify and supplement this Agreement in such a manner as it may determine at any time before or after approval and adoption hereof by the shareholders, or stockholders, as the case may be, of the Constituent Corporations; provided, however, that after favorable action by the shareholders or stockholders of the Surviving Corporation no such amendment, modification or supplement shall affect the




rights of such shareholders or stockholders in any manner which is materially adverse to such shareholders or stockholders in the judgment of the Board of Directors.

**Remainder of Page Intentionally Left Blank.  
Signature Page Follows.**


1148145

This Agreement and Plan of Merger is executed as of the date first written above.

**LYRIC CAPITAL, INC.**

  
\_\_\_\_\_  
Terry A. Temescu, President

**THE LYRIC CAPITAL INVESTMENT  
CORPORATION**

  
\_\_\_\_\_  
Terry A. Temescu, President