

P 980001-04623

PATRICIA J. ROGERS

WRITER'S DIRECT DIAL NUMBER
(404) 575-1938
EMAIL: PROGERS@REDHOTLAW.COM

July 20, 2001

VIA EXPRESS MAIL

Department of State
Corporations Division
409 East Gaines St.
Tallahassee, Florida 32399

600004492596--8
-07/23/01--01128--005
*****70.00 *****70.00

Re: Filing of Articles of Merger of Pegasus Software, LLC, a Delaware limited liability company with and into Pegasus Imaging Corporation, a Florida corporation

Dear Sir or Madam:

P98-104623

To effect the merger of Pegasus Software, LLC, a Delaware limited liability company, into Pegasus Imaging Corporation, a Florida corporation, we deliver to you the following documents:

1. One manually signed and one conformed copy of the Articles of Merger;
2. One conformed copy of the Agreement and Plan of Merger; and
2. A check in the amount of \$70.00 payable to the Florida Department of State to cover the filing fee for the Certificate of Merger;

I respectfully request that you file the Articles of Merger and return to me the conformed copy of the Articles of Merger.

Please notify the undersigned immediately at (404) 575-1938 if you have any questions about this filing or the enclosed documents.

Sincerely,



Patricia J. Rogers

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TALLAHASSEE FLORIDA

Enclosures

cc: Mr. Jack Berlin, Pegasus Imaging Corporation

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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

PEGASUS SOFTWARE, LLC a Delaware entity not qualified in Florida

INTO

PEGASUS IMAGING CORPORATION, a Florida entity, P98000104623.

File date: July 23, 2001

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER OF
PEGASUS SOFTWARE, LLC
WITH AND INTO
PEGASUS IMAGING CORPORATION**

Pursuant to Section 607.1101 et seq. of the Florida Business Corporation Act, the undersigned parties adopt the following Articles of Merger: *pgs-104673*

FIRST: Pegasus Imaging Corporation ("PIC") is a corporation organized under the laws of the State of Florida. Pegasus Software, LLC is a Delaware limited liability company ("PegSoft"). PIC and PegSoft desire to merge, with PIC being the surviving corporation of the merger.

SECOND: PegSoft is a wholly-owned subsidiary of PIC.

THIRD: The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto and has been approved and adopted by the Board of Directors of PIC pursuant to Section 607.1104 of the Florida Business Corporation Act.

FOURTH: The sole member of PegSoft adopted the Plan of Merger, pursuant to Section 18-209 of the Delaware Limited Liability Company Act, on June *14*, 2001.

FIFTH: The effective date of the merger is the date on which these Articles of Merger are filed.

IN WITNESS WHEREOF, each of the parties hereto have executed these Articles of Merger this *14th* day of June, 2001.

PEGASUS IMAGING CORPORATION

By: 
John A. Berlin, President

PEGASUS SOFTWARE, LLC by PEGASUS
IMAGING CORPORATION, its Managing
Member

By: 
John A. Berlin, President

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CLERK OF STATE
TALLAHASSEE FLORIDA

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made as of this 14th day of June, 2001 by Pegasus Imaging Corporation, a Florida corporation (the "Parent") and Pegasus Software, LLC, a Delaware limited liability corporation (the "Subsidiary").

BACKGROUND

Parent owns all of the limited liability company interests ("LLC Interests") of Subsidiary. Parent and Subsidiary are hereinafter sometimes collectively referred to as the "Constituent Companies." The Board of Directors of Parent and Parent, as sole member of the Subsidiary, have both determined that it is advisable and for the benefit of each of the Constituent Companies that the Subsidiary be merged with and into the Parent on the terms and conditions hereinafter set forth, and has adopted and approved this Plan of Merger and in accordance with the applicable laws of the states of Florida and Delaware.

Section 1. Merger

Section 1.1. Merger. On the Effective Date (as hereinafter defined), the Subsidiary shall be merged with and into the Parent and the Parent shall survive the merger (the "Merger"); the Merger shall in all respects have the effect provided for in the Florida Business Corporation Act ("FBCA"), Delaware Limited Liability Company Act ("DLLCA") and this Plan of Merger.

Section 1.2. Survivor. The Parent (hereinafter sometimes referred to as the "Surviving Corporation") shall continue its corporate existence under the laws of the State of Florida.

Section 1.3. Effect of Merger. Without limiting the foregoing, on and after the Effective Date, the separate existence of each of the Constituent Companies shall cease, and, in accordance with the terms of this Plan of Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises, of a public or private nature, of each of the Constituent Companies; and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to either of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Corporation as they were of the respective Constituent Companies, and the title to any real estate, whether by deed or otherwise, vested in either of said Constituent Companies, shall not revert or be in any way impaired by reason of this Merger. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of the Constituent Companies. Any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of either of the Constituent Companies shall be impaired by the Merger.

Section 1.4. Corporate/LLC Action. Prior to and from and after the Effective Date, the Constituent Companies shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate, or desirable to vest in Surviving Corporation, according to the terms hereof, the title to any property or rights of the Subsidiary, the last acting officers of the Subsidiary, or the

Section 3. Miscellaneous

Section 3.1. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 3.2. Limitations. Except as otherwise provided in this Plan of Merger, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Companies and their respective stockholder, any rights or remedies under or by reason of this Plan of Merger.

Section 3.3. Governing Law. This Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Parent and Subsidiary have caused this Plan of Merger to be executed and the foregoing attested, all by its duly authorized officers, as of the date hereinabove first written.

PARENT:

Pegasus Imaging Corporation

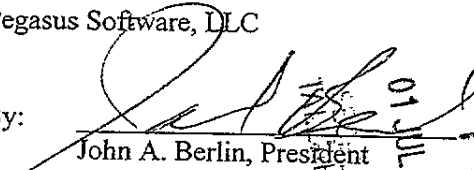
By:


John A. Berlin, President

SUBSIDIARY:

Pegasus Software, LLC

By:


John A. Berlin, President

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CLERK OF DISTRICT COURT
HALL COUNTY FLORIDA

corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.

Section 2. Terms of Transaction

Section 2.1. Conversion of LLC Interests. Upon the Effective Date:

(a) 100% of the Subsidiary LLC Interests prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled, and no cash or securities or other property shall be issued in respect thereof.

(b) Each share of Parent Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding without any change thereto.

Section 2.2. Directors and Officers. The persons who are directors and officers of the Parent immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation until their successors are elected and qualified or their earlier resignation or removal.

Section 2.3. Charter and By-laws. From and after the Effective Date, the Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 2.4. Effectiveness of Merger. The Certificates of Merger shall be filed and recorded in accordance with the laws of the States of Delaware and Florida as soon as practicable. The Merger shall become effective upon the later of the time when the Certificate of Merger has been accepted for filing in Florida and in Delaware, or such time as otherwise specified therein (said date is herein referred to as the "Effective Date").

Section 2.5. Termination. At any time prior to the filing and recordation of the Articles of Merger with the Secretary of State of Florida or Certificate of Merger with the Secretary of State of Delaware, the Board of Directors of the Parent may terminate and abandon this Plan of Merger.

Section 2.6. Amendments. The Board of Directors of the Parent, prior to the Effective Date, may amend, modify, and supplement this Plan of Merger in such manner as it may deem appropriate.

Section 2.7. Waiver of Notice. Parent, as the sole member of Subsidiary, hereby waives its right to receive the Plan of Merger prior to the filing of the Certificates of Merger with the respective Secretaries of State of Florida and Delaware.