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*Dionne Ruebay gave authorization
to correct state in #1 on pg. 1
of the plan of merger
9/14
JB*

*Merger
JB
9/14*



Trusted Counsel

ASHLEY, LLC

961-7614

dluckey@trusted-counsel.com

September 7, 2005

VIA FEDERAL EXPRESS

Florida Department of State
Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: *Articles of Merger*
PEGASUS IMAGING CORPORATION
Your Document # P98000104623

To Whom It May Concern:

On behalf of the above-referenced domestic corporation, we enclose for filing the following documents:

1. An original and one conformed copy of a *Articles of Merger*; &
3. A check in the amount of \$78.75 representing the applicable filing fees (\$35/corporation (\$70), plus \$8.75 for a certified copy).

Please file accordingly, affix your stamp to the enclosed conformed copy of Articles of Merger, and forward the certified copy along with any additional documents to my attention at the following address:

Trusted Counsel (Ashley), LLC
600 West Peachtree Street
Suite 1910
Atlanta, Georgia 30308

Should you have any questions, or need anything additional, please call me at (404) 961-7614. Thank you in advance for your assistance with this matter.

Very truly yours,

TRUSTED-COUNSEL

Dionne L. Luckey
Corporate Paralegal

Atlanta, Georgia 30308

Enclosures

telephone: 404.898.2900

facsimile: 404.898.2901

www.trusted-counsel.com

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ARTICLES OF MERGER
OF
PIC ACQUISITION, INC.
INTO
PEGASUS IMAGING CORPORATION

The undersigned officers of PIC ACQUISITION, INC., an Oklahoma corporation (the "Merging Corporation"), and PEGASUS IMAGING CORPORATION, a Florida corporation (the "Surviving Corporation"), do hereby submit these Articles of Merger as of this 22nd day of August, 2005, in accordance with Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act, and Sections 607.1105 and 607.1109 of the Florida Business Corporation Act.


1. The street address of the principal office of the Merging Corporation is 4001 North Riverside Drive, Tampa, Florida 33603; Oklahoma Filing # 1912044198.
2. The street address of the principal office of the Surviving Corporation is 4001 North Riverside Drive, Tampa, Florida 33603; Florida Document/Registration # P98000104623.
3. An Agreement and Plan of Merger (the "Agreement"), a copy of which is attached hereto as Exhibit A and by reference made a part hereof, meets the requirements of Sections 607.1101-1103 and 607.1107-1108 of the Florida Business Corporation Act and Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act, and was duly adopted on August 22, 2005 by the Boards of Directors of each of the Merging Corporation and the Surviving Corporation pursuant to Section 607.1101 of the Florida Business Corporation Act, and is being submitted to the Florida Department of State in accordance with Section 607.1108 of the Florida Business Corporation Act.
4. The Agreement was duly adopted and approved on August 22, 2005 by the shareholders of each of the Surviving Corporation and the Merged Corporation in accordance with the provisions of Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act, and Section 607.1103 of the Florida Business Corporation Act.
5. The Merged Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be the surviving corporation (the "Merger").
6. No amendments or changes are desired to be made to the Articles of Incorporation so that the Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.

7. The Merger shall be effective as of 11:59:59 p.m. on August 31, 2005.
8. The separate existence of the Merged Corporation shall cease at the time the Merger takes effect pursuant to Section 607.1106 of the Florida Business Corporation Act and Title 18, Chapter 22, Section 1088 of the Oklahoma General Corporation Act, and the Surviving Corporation shall continue its existence as the surviving corporation.

IN WITNESS WHEREOF, pursuant to Section 607.0120 of the Florida Business Corporation Act, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by its duly authorized officer, effective as of the date hereinabove first written.

PEGASUS IMAGING CORPORATION

PIC ACQUISITION, INC.

By: 

John A. Berlin, President & CEO

By: 

John A. Berlin, President

Exhibit A

Agreement and Plan of Merger

Attached

Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF
PIC ACQUISITION, INC.
WITH AND INTO
PEGASUS IMAGING CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into this 22nd day of August, 2005, by and between PIC ACQUISITION, INC., an Oklahoma corporation (the "Merged Corporation"), and PEGASUS IMAGING CORPORATION, a Florida corporation (the "Continuing Corporation") (said corporations being hereinafter sometimes collectively referred to in this Agreement as the "Constituent Corporations"), in accordance with Section 607.1107 of the Florida Business Corporation Act, and Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act.

WHEREAS, the Merged Corporation is a corporation duly organized and validly existing under the laws of the State of Oklahoma;

WHEREAS, the Continuing Corporation is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that the Merged Corporation be merged with and into the Continuing Corporation on the terms and conditions of this Agreement (the "Merger"); and have submitted the Merger to the shareholders of each of the Constituent Corporations for approval and recommended to such shareholders that the Merger be approved in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is hereby agreed by and between the parties hereto, subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth and in accordance with the Florida Business Corporation Act, that the Merged Corporation shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into the Continuing Corporation (with the Continuing Corporation subsequent to such merger being referred to in this Agreement as the "Surviving Corporation"), the corporate existence of which shall be continued under the name "PEGASUS IMAGING CORPORATION", and thereafter the individual existence of the Merged Corporation shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting shares of the Merged Corporation into securities of the Surviving Corporation are and shall be as follows:

1. **Merger.** On the Effective Date, the Merged Corporation shall be merged with and into the Continuing Corporation, and the Continuing Corporation shall continue in existence as a ~~Florida~~ ^{Georgia} corporation under the Articles of Incorporation and Bylaws of the Continuing

Corporation, and the merger shall in all respects have the effect provided for in Section 607-1106 of the Florida Business Corporation Act. Without limiting the foregoing, on and after the Effective Date, the separate existence of the Merged Corporation shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess, without further act or deed, all of the rights, privileges, immunities, franchises, trusts and properties possessed by the Merged Corporation immediately prior to the Merger. All property, real, personal and mixed, including all choses in action, all debts due on whatever account and all and every other interest or right belonging to or due to the Constituent Corporations, including all liens, mortgages, security interests and properties held as collateral for debts owed to each such corporation, shall be deemed to be vested in the Surviving Corporation without further act or deed, and the title to all real property or interests therein owned by the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; and the Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations, and any claim, cause of action or proceeding pending by or against any of the Constituent Corporations may be continued as if the merger had not taken place, or the Surviving Corporation may be substituted as a party in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the merger.

2. **Articles of Incorporation; Bylaws.** (a) The Articles of Incorporation of the Continuing Corporation shall on the Effective Date be the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be governed by the provisions thereof.

(b) From and after the Effective Date, the Bylaws of the Continuing Corporation as in effect on the Effective Date shall be the Bylaws 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.

3. **Board of Directors; Officers.** The persons who are directors and officers of the Continuing Corporation 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.

4. **Effective Date and Time.** The Merger shall be effective as of 11:59:59 p.m. on the 31st day of August, 2005 for taxation, accounting and all other purposes.

5. **Publication.** Neither of the States of Florida nor Oklahoma require publication of a Notice of Merger. An original executed Certificate of Merger and this Agreement shall be filed with the Secretary of State of Oklahoma in accordance with Title 18, Chapter 22, Section 1082 of the Oklahoma General Corporation Act.

6. **Representations and Warranties of Continuing Corporation.** In connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the Continuing Corporation represents and warrants the following to the Merged Corporation as of the date hereof:

(a) The Continuing Corporation is a corporation duly formed and validly existing under the laws of the State of Florida, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification;

(b) The Continuing Corporation has the necessary corporate authority to enter into this Agreement and to comply with the obligations imposed hereby;

(c) The Continuing Corporation has the full and unrestricted legal right and authority to enter into this Agreement and to comply with the obligations imposed hereby;

(d) The execution and delivery of this Agreement by the Continuing Corporation will not constitute a violation of, or create a default under, any agreement or instrument to which the Continuing Corporation is a party or by which the Continuing Corporation is bound; and

(e) This Agreement has been duly and validly executed and delivered by the Continuing Corporation and constitutes a valid and binding obligation of the Continuing Corporation, enforceable against the Continuing Corporation in accordance with its terms.

7. **Representations and Warranties of Merged Corporation.** In connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, the Merged Corporation hereby represents and warrants to the Surviving Corporation as of the date hereof:

(a) The Merged Corporation is a corporation duly formed and validly existing under the laws of the State of Oklahoma, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

(b) The Merged Corporation has the necessary corporate authority to enter into this Agreement and to comply with the obligations imposed hereby;

(c) The Merged Corporation has the full and unrestricted legal right and authority to enter into this Agreement and to comply with the obligations imposed hereby;

(d) The execution and delivery of this Agreement by the Merged Corporation will not constitute a violation of, or create a default under, any agreement or instrument to which the Merged Corporation is a party or by which the Merged Corporation is bound; and

(e) This Agreement has been duly and validly executed and delivered by the Merged Corporation and constitutes a valid and binding obligation of the Merged Corporation, enforceable against the Merged Corporation in accordance with its terms.

8. **Notices.** All notices, waivers, consents, or requests required or permitted hereunder shall be: (a) in writing, (b) addressed to the intended recipient at the address listed below such party's signature hereof, and (c) deemed effective only when personally delivered, one (1) business day following the business day when deposited with a commercially respected

overnight courier, service fees prepaid, or three (3) business days following the business day when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid.

9. **Additional Documents.** Each party agrees to execute all instruments that may be reasonably required in order to carry out the purposes and intent of this Agreement and to fulfill the obligations of the parties hereunder.

10. **Modification.** This Agreement may not be modified or terminated orally and no modification, termination, or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

11. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

12. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the matters described herein and supersedes all prior agreements, oral or written, between the parties relating to such matters.

13. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.


14. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officer, effective as of the date hereinabove first written.


PEGASUS IMAGING CORPORATION

PIC ACQUISITION, INC.

By:


John A. Berlin, President & CEO
4001 North Riverside Drive
Tampa, Florida 33603

By:


John A. Berlin, President
4001 North Riverside Drive
Tampa, Florida 33603