

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of _____, 2008 (the Agreement), by and between CUSTOMERS OF DYNIX, INC., a Utah nonprofit corporation (CODI), and UNICORN USERS GROUP INTERNATIONAL, INC., an Alabama nonprofit corporation (UUGI).

R E C I T A L S

- A. CODI is a Utah nonprofit corporation, qualifying as a 501(c)(6) organization under Federal tax law, originally formed for the benefit of its members who were users of Dynix Automated Library System.
- B. UUGI is an Alabama nonprofit corporation, qualifying as a 501(c)(6) organization under Federal tax law, formed for the purpose of facilitating the exchange and dissemination of information relating to Unicorn information management systems.
- C. The respective Boards of Directors of CODI and UUGI have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.
- D. In furtherance of such combination, the Boards of Directors of CODI and UUGI have each adopted this Agreement and approved the merger (the Merger) of UUGI into CODI in accordance under the terms and conditions set forth herein and in accordance with the Utah Revised Nonprofit Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Merger.
 - a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), UUGI shall be merged with and into CODI whereupon the separate existence of UUGI will cease and CODI shall be the surviving corporation in the merger (the Surviving Corporation).
 - b. As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, UUGI and CODI will file articles of merger (the Articles of Merger) with the Division of Corporations and Commercial Code of the State of Utah and make all other filings or recordings required by applicable law in connection with the Merger.
 - c. The merger shall be effective at such time as the Articles of Merger are duly filed

with the Division or at such later time as is specified in the Articles of Merger (the Effective Date). It is contemplated that the Effective Date will be on or about June 1, 2009.

- d. From and after the Effective Date, title to all real estate and other property owned by UUGI and CODI shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of UUGI and CODI.

2. Surviving Corporation.

- a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- b. The bylaws of Surviving Corporation shall be substantially in the form set forth in Exhibit A attached hereto (the Bylaws).
- c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities. On or prior to April 1, 2009, the members of CODI and UUGI shall elect the officers and directors of the Surviving Corporation to begin service as of the Effective Date.
- d. As of the Effective Date, all the active members of UUGI and all the active members of CODI shall become members of the Surviving Corporation by virtue of the merger and without any action on the part of the member thereof.
- e. Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall be changed to "COSUGI"

3. Representations and Warranties.

- a. CODI represents and warrants to UUGI that:
 - i. CODI is duly organized, validly existing and in good standing under the laws of the State of Utah.
 - ii. CODI has made available to UUGI complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii. CODI has made available to UUGI copies of its financial statements for the years 2006-date (the CODI Financial Statements).
 - iv. Since the date of the last financial statement provided to UUGI, CODI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of

CODI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

- v. Except as disclosed in the CODI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of CODI's officers (the CODI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the CODI officers that would reasonably be expected to result in any adverse claims against CODI.

b. UUGI represents and warrants to CODI that:

- i. UUGI is duly organized, validly existing and in good standing under the laws of the State of Alabama.
- ii. UUGI has made available to CODI complete and correct copies of its Articles of Incorporation and Bylaws.
- iii. UUGI has made available to CODI copies of its financial statements for the years 2006-date (the UUGI Financial Statements).
- iv. Since the date of the last financial statement provided to CODI, UUGI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of UUGI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
- v. Except as disclosed in the UUGI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of UUGI's officers (the UUGI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the UUGI officers that would reasonably be expected to result in any adverse claims against UUGI.

4. Covenants.

a. CODI covenants and agrees after the date hereof and until the Effective Date:

- i. The business of CODI shall be conducted in the ordinary and usual course and, to the extent consistent therewith. CODI shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.

- ii. CODI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of UUGI.
 - iii. CODI and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.
 - iv. CODI will coordinate with UUGI all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- b. UUGI covenants and agrees after the date hereof and until the Effective Date:
- i. The business of UUGI shall be conducted in the ordinary and usual course and, to the extent consistent therewith. UUGI shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii. UUGI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of CODI.
 - iii. UUGI and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.
 - iv. UUGI will coordinate with CODI all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
5. Membership Approvals. Both parties agree to submit this Agreement for approval of their respective Members on or before November 15, 2008 with approval to occur by December 15, 2008. If this Agreement is approved by the membership of CODI and UUGI by the votes required in the Articles of Incorporation or Bylaws of the respective party and by the applicable laws of the states of Utah and Alabama, then Articles of Merger shall be executed and filed with the appropriate officials of the State of Utah and State of Alabama.
6. Termination. This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors and members of both CODI and UUGI.
7. Amendments. This Agreement may be amended with the approval of the Boards of

Directors of the parties at any time before or after the approval hereof by the respective membership, but after such approval by the membership, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the members of such party.

8. Extension; Waiver. At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

CUSTOMERS OF DYNIX, INC.

By _____
Its _____

UNICORN USERS GROUP INTERNATIONAL,
INC.

By _____
Its _____