

L11538

ARTICLES OF MERGER
Merger Sheet

MERGING:

BRAZSOFT U.S. CORPORATION, a Florida corporation, L11538

INTO

BRAZSOFT ACQUISITION CORP., a California corporation not qualified in
Florida.

File date: April 25, 1997

Corporate Specialist: Joy Moon-French

411538

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

100002155001--6

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Brazsoft U.S. Corporation

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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| ☐ Profit | ☐ Amendment | ☒ Merger |
| ☐ NonProfit | | |
| ☐ Limited Liability Company | ☐ Dissolution/Withdrawal | ☐ Mark |
| ☐ Foreign | | |
| ☐ Limited Partnership | ☐ Annual Report | ☐ Other |
| ☐ Reinstatement | ☐ Reservation | ☐ Change of F.A. |
| ☐ Limited Liability Partnership | | ☐ Fictitious Name |
| ☐ Certified Copy | ☐ Photo Copies | ☐ CUS |
| ☐ Call When Ready | ☐ Call if Problem | ☐ After 4:30 |
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*Jon
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF MERGER

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the states under the laws of which such corporations are organized are as follows:

Name of corporation

State of incorporation

BrazSoft U.S. Corporation ("BrazSoft U.S.")

Florida

BrazSoft Acquisition Corp. ("BrazSoft California")

California

SECOND: The laws of the state under which BrazSoft California is organized permits such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: BrazSoft California complies with Section 607.1105 F.S. and BrazSoft U.S. complies with the applicable provisions of Sections 607.1101 - 607.1104 F.S.

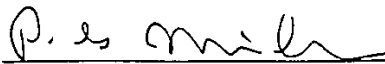
FOURTH: Pursuant to the terms and conditions set forth in the Agreement and Plan of Merger by and between BrazSoft U.S. and BrazSoft California (the "Merger Agreement"), a copy of which is attached hereto as Exhibit "A", the corporations have agreed that BrazSoft U.S. shall be merged with and into BrazSoft California and that BrazSoft California shall be the surviving corporation.

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

SIXTH: The Merger Agreement was adopted by the sole shareholder of BrazSoft U.S. on January 16, 1997, and was adopted by the sole shareholder of BrazSoft California on January 16, 1997.

IN WITNESS WHEREOF, BrazSoft U.S. and BrazSoft California have caused these Articles to be signed by their respective duly authorized officers as of this sixteenth day of January, 1997.

BRAZSOFT U.S. CORPORATION
a Florida corporation

By: 
Paulo M. Roque, President

BRAZSOFT ACQUISITION CORP.
a California corporation

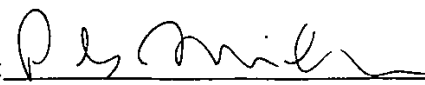
By: 
Paulo M. Roque, President

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of January 16, 1997, (the "Agreement"), is entered into by and between BrazSoft U.S. Corporation, a Florida corporation ("BrazSoft U.S."), and BrazSoft Acquisition Corp., a California corporation ("BrazSoft California").

WITNESSETH:

WHEREAS BrazSoft U.S. is a corporation duly organized and existing under the laws of the State of Florida; and BrazSoft California is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, as of the date of this Agreement, BrazSoft California has issued one thousand (1,000) shares of common stock (the "BrazSoft California Stock") to Blue Pointer Holdings, a British Virgin Islands corporation.

WHEREAS, as of the date of this Agreement, BrazSoft U.S. has issued one thousand (1,000) shares of common stock (the "BrazSoft U.S. Stock") par value of one dollar (\$1.00) per share, to Blue Pointer Holdings, a British Virgin Islands corporation.

WHEREAS, the respective Boards of Directors of BrazSoft California and BrazSoft U.S. have determined that it is advisable and in the best interests of each of such corporations that BrazSoft U.S. merge with and into BrazSoft California upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the respective Boards of Directors of BrazSoft U.S. and BrazSoft California have, by resolutions duly adopted, approved this Agreement; and

WHEREAS, the respective Boards of Directors of BrazSoft U.S. and BrazSoft California have directed that this Agreement be submitted to a vote of their respective shareholders.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, BrazSoft U.S. and BrazSoft California hereby agree as follows:

1. Merger. BrazSoft U.S. shall be merged with and into BrazSoft California (the "Merger") and BrazSoft California shall be the surviving corporation (hereinafter occasionally referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and time when this Agreement is made effective in accordance with applicable law (the "Effective Time").

2. Governing Documents. The Articles of Incorporation of BrazSoft California, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws, except that Article I of Incorporation of the Surviving Corporation shall be deemed amended to change the name of the Surviving Corporation to BrazSoft U.S. Corporation at the Effective Time by operation of this Agreement and by virtue of the Merger without any further action by the shareholders or directors of the Surviving Corporation or BrazSoft U.S. as follows:

"The name of the Corporation is BrazSoft U.S. Corporation."

3. Succession. At the Effective Time, the separate corporate existence of BrazSoft U.S. shall cease, and BrazSoft California shall possess all the rights, privileges, powers and franchises of a public and private nature of BrazSoft U.S.

4. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

- (a) each share of BrazSoft U.S. outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one share of a fully paid and nonassessable share of BrazSoft California Stock;
and

- (b) shareholders will receive cash for any fractional shares to which they would otherwise be entitled.

5. Condition to Merger. The Merger shall be conditioned on (i) the approval of Blue Pointer Holdings, a British Virgin Islands corporation, as the sole shareholder of both BrazSoft U.S. and BrazSoft California; and (ii) the approval of the respective Boards of Directors of BrazSoft U.S. and BrazSoft California.

6. Stock Certificates. As of and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of BrazSoft U.S. Stock shall be deemed for all purposes to evidence ownership of, and to represent an equal number of shares of BrazSoft California Stock. The registered owner on the books and records of the Surviving Corporation or its transfer agents of any such outstanding stock certificate shall, until such certificate has been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of BrazSoft California Stock evidenced by such outstanding certificate as above provided.

7. Options and Warrants. Any outstanding option or warrant to purchase, or other award of, shares of BrazSoft U.S. Stock, which is 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 and become an option or warrant to purchase, or award of, an equal number of shares of BrazSoft California Stock at the same aggregate exercise price, and upon the same terms and subject to the same conditions, as in effect at the Effective Time. Such number of shares of BrazSoft California Stock shall be reserved for purposes of outstanding options or warrants to purchase, or other awards of, shares of BrazSoft U.S. Stock, as is equal to the number of shares of BrazSoft U.S. Stock so reserved as of the Effective Time.

8. Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986 (the "Code") and that this Agreement shall constitute a "plan of reorganization" for the purposes of Section 368 of the Code.

9. Amendment. To the fullest extent permitted by applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto, either before or after approval of the shareholders of the constituent corporations and at any time prior to the Effective Time with respect to any of the terms contained herein.

10. Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the respective Boards of Directors of BrazSoft U.S. and BrazSoft California, notwithstanding approval of this Agreement by the sole shareholder of BrazSoft U.S. and BrazSoft California, if in the opinion of the respective Boards of Directors of BrazSoft U.S. and BrazSoft California circumstances arise which, in the opinion of such respective Boards of Directors, make the Merger for any reason inadvisable.

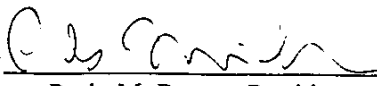
11. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, BrazSoft U.S. and BrazSoft California have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

BRAZSOFT U.S. CORPORATION
a Florida corporation

By: 
Paulo M. Roque, President

BRAZSOFT ACQUISITION CORP.
a California corporation

By: 
Paulo M. Roque, President