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10/1/04

merger

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04 SEP 29 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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04 SEP 29 PM 4:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

9/30/04



CORPORATION SERVICE COMPANY*

ACCOUNT NO. : 072100000032

REFERENCE : 906421 4324989

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 70.00

ORDER DATE : September 29, 2004

ORDER TIME : 2:34 PM

ORDER NO. : 906421-005

CUSTOMER NO: 4324989

CUSTOMER: Lynn Rushing
Stradling Yocca Carlson &
Suite 1600
660 Newport Center Drive
Newport Beach, CA 92660.

ARTICLES OF MERGER

SOFTLINE BUSINESS VISION INC.

INTO

ACCPAC INTERNATIONAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
(Profit Corporations)

FILED
04 SEP 29 PM 4:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
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ACCPAC International, Inc.	Delaware	
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Second: The name and jurisdiction of merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
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Softline BusinessVision Inc.	Florida	P94000049577
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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective October 1, 2004.


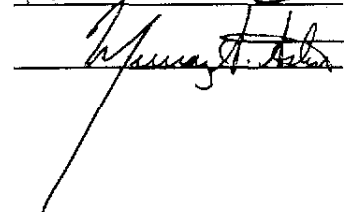
Fifth: Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the board of directors and the sole stockholder of the surviving corporation on September 7, 2004.

Sixth: Adoption of Merger by merging corporation.

The Plan of Merger was adopted by the board of directors of the merging corporation on September 7, 2004 and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
ACCPAC International, Inc.		Donnat Lettman, EVP and CFO
Softline BusinessVision Inc.		Murray Aston, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of September 7, 2004 (this "Agreement"), is between ACCPAC International, Inc., a Delaware corporation ("ACCPAC"), and Softline BusinessVision Inc., a Florida corporation ("Softline"), which corporations are sometimes referred to herein as the "Constituent Corporations."

RECITALS

WHEREAS, ACCPAC is a corporation duly organized and existing under the laws of the State of Delaware and wholly-owned by Best Software, Inc., a Virginia corporation ("Best");

WHEREAS, Softline is a corporation duly organized and existing under the laws of the State of Florida and is wholly-owned by Best; and

WHEREAS, the respective Boards of Directors of ACCPAC and Softline have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I MERGER

Section 1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida General Corporation Law, as of the Effective Date (defined below) Softline shall be merged with and into ACCPAC (the "Merger"), the separate existence of Softline shall cease and ACCPAC shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "ACCPAC International, Inc."

Section 1.2 Filing and Effectiveness. On October 1, 2004 (the "Effective Date"), (a) the Merger shall become effective, (b) an executed Certificate of Merger meeting the requirements of the Delaware General Corporation Law shall be filed with the Secretary of State of the State of Delaware, and (c) the executed Articles of Merger shall be filed with the Secretary of State of the State of Florida.

Section 1.3 Effect of the Merger. Upon the Effective Date, the separate existence and corporate organization of Softline shall cease and ACCPAC, as the Surviving Corporation, shall continue its corporate existence under the laws of the State of Delaware.

ARTICLE II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

Section 2.1 Certificate of Incorporation. The Restated Certificate of Incorporation of ACCPAC as in effect immediately before the Effective Date shall continue in full force and effect as

the Restated Certificate of Incorporation of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

Section 2.2 Bylaws. The Bylaws of ACCPAC as in effect immediately before the Effective Date shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

Section 2.3 Directors and Officers. The officers and directors of ACCPAC immediately before the Effective Date shall be the officers and directors of the Surviving Corporation until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Restated Certificate of Incorporation and the Bylaws of the Surviving Corporation.

ARTICLE III CANCELLATION OF STOCK

Section 3.1 Softline Shares. Upon the Effective Date each share of Softline Common Stock, \$1.00 par value, issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action by the Constituent Corporations, be canceled.

ARTICLE IV TRANSFER OF ASSETS AND LIABILITIES

Section 4.1 Transfer of Assets and Liabilities. On the Effective Date:

(a) the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the duties and restrictions of or upon each of the Constituent Corporations;

(b) all rights, privileges, powers and franchises of each of the Constituent Corporations, all property, real, personal and mixed, of each of the Constituent Corporations, all debts due to each of the Constituent Corporations on whatever account and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation;

(c) all property, rights, privileges, powers and franchises, as well as all other interests, shall be as effectively the property of the Surviving Corporation as they were of the Constituent Corporations before the Effective Date; and

(d) the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to either of the Constituent Corporations or be in any way impaired by reason of the Merger.

Notwithstanding the foregoing, (i) the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected by the Merger; (ii) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired

notwithstanding the Merger; and (iii) 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; *provided, however*, that the claims and rights of the creditors of either or both of the Constituent Corporations may be modified with the consent of such creditors; and, *provided further*, that all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation and accordingly may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

4.2 Further Assurances. From time to time, as and when required by ACCPAC or by its successors or assigns, there shall be executed and delivered on behalf of Softline such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by ACCPAC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Softline and otherwise to carry out the purposes of this Agreement, and the officers and directors of ACCPAC are fully authorized in the name and on behalf of Softline or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

ARTICLE V GENERAL

Section 5.1 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the stockholders of ACCPAC, but not later than the Effective Date; *provided, however*, that no such amendment, modification or supplement not adopted and approved by the stockholders of ACCPAC shall affect the rights of such stockholders or change any of the principal terms of this Agreement.

Section 5.2 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 6700 Koll Center Parkway, Third Floor, Pleasanton, CA 94566 and, upon request and without cost, copies thereof will be furnished to any stockholder of either Constituent Corporation.

Section 5.3 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

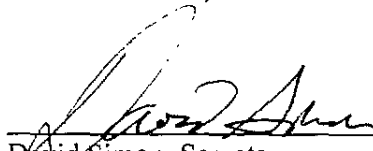
Section 5.4 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement having first been approved by resolutions of the Boards of Directors of ACCPAC and Softline is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

ACCPAC INTERNATIONAL, INC.

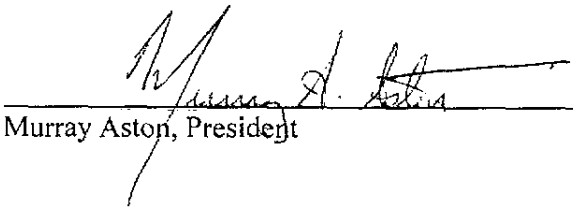


Donnat Lettman, EVP and CFO

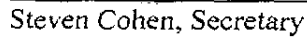


David Simon, Secretary

SOFTLINE BUSINESSVISION INC.



Murray Aston, President



Steven Cohen, Secretary

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ACCPAC INTERNATIONAL, INC.

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David Simon, Secretary

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Murray Aston, President



Steven Cohen, Secretary