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(Requestor's Name)

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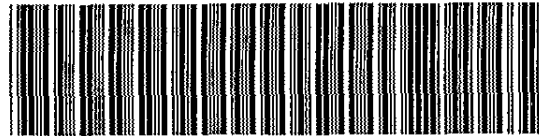
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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merger

02/19/04--01003--002 **70.00

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DEPARTMENT OF STATE
DIVISION OF INFORMATION
TALLAHASSEE, FLORIDA

2/18/04
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Alinean Holdings Inc

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☒ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
- ☒ Photo Copy
- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

**ARTICLES OF MERGER OF
ALINEAN HOLDINGS, INC. WITH AND INTO
ALINEAN, INC.**

FILED
04 FEB 18 PM 4:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 of the Florida Statutes, the undersigned corporations hereby adopt the following Articles of Merger:

ARTICLE I - PLAN OF MERGER

The Agreement and Plan of Merger of ALINEAN HOLDINGS, INC., a Florida corporation, (whose street address is 13501 Ingenuity Drive, Suite 212, Orlando, Florida 32826, Tax Identification Number: 68-0488473, Florida Document Number: P02000013304) with and into ALINEAN, INC., a Delaware corporation which is authorized to transact business in Florida (whose street address is 13501 Ingenuity Drive, Suite 212, Orlando, Florida 32826, Tax Identification Number: 20-0670229, Florida Document Number: F040000_____) with ALINEAN, INC. being the surviving corporation, is set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II - ADOPTION OF PLAN OF MERGER

The Agreement and Plan of Merger was approved by the shareholders and the directors of both ALINEAN HOLDINGS, INC. and ALINEAN, INC. by written consents dated as of February 5, 2004.

ARTICLE III - EFFECTIVE DATE OF MERGER

The effective date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

DATED as of February __, 2004.

ALINEAN HOLDINGS, INC.

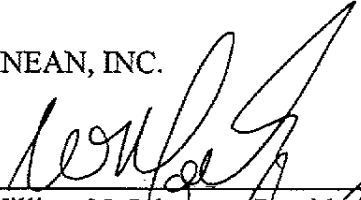
By: _____

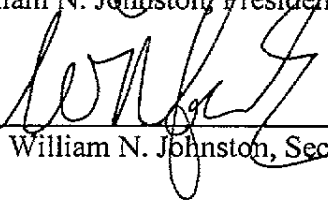
William N. Johnston, President

Attest: _____

William N. Johnston, Secretary

ALINEAN, INC.

By: 
William N. Johnston, President

Attest: 
William N. Johnston, Secretary

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AGREEMENT AND PLAN OF MERGER

OF

**ALINEAN, INC.
A DELAWARE CORPORATION,**

and

**ALINEAN HOLDINGS, INC.
A FLORIDA CORPORATION**

This Agreement and Plan of Merger dated as of February __, 2004 (the "Agreement") is between Alinean Holdings, Inc., a Florida corporation ("Alinean-Florida"), and Alinean, Inc., a Delaware corporation ("Alinean-Delaware"). Alinean-Delaware and Alinean-Florida are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

A. Alinean-Delaware is a corporation duly organized and existing under the laws of the state of Delaware and has an authorized capital of twenty-five million (25,000,000) shares, twenty million (20,000,000) of which have been designated "Common Stock," par value \$0.001 per share, and five million (5,000,000) shares of which have been designated "Preferred Stock," par value \$0.001 per share. As of the date hereof, one hundred (100) shares of Alinean-Delaware Common Stock are issued and outstanding, all of which are held by Alinean-Florida, and no shares of Preferred Stock are issued and outstanding.

B. Alinean-Florida is a corporation duly organized and existing under the laws of the state of Florida and has an authorized capital of five million (5,000,000) shares of "Common Stock," par value \$0.001 per share, of which four million (4,000,000) shares are designated Class A voting stock (the "Class A Stock"), all of which are issued and outstanding and one million (1,000,000) shares of which designated Class B nonvoting common stock (the "Class B Stock"), fifty-four thousand (54,000) shares of which are issued and outstanding.

C. The Board of Directors of Alinean-Florida has determined that, for the purpose of effecting the reincorporation of Alinean-Florida in the state of Delaware, it is advisable and in the best interests of Alinean-Florida that Alinean-Florida merge with and into Alinean-Delaware upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of Alinean-Delaware and Alinean-Florida have approved this Agreement and have directed that this Agreement be submitted to a vote of the sole stockholder of Alinean-Delaware and the shareholders of Alinean-Florida and executed by the undersigned officers.

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein, Alinean-Delaware and Alinean-Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. Merger.

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporation Act, Alinean-Florida shall be merged with and into Alinean-Delaware (the "Merger"), the separate existence of Alinean-Florida shall cease and Alinean-Delaware shall be, and is sometimes referred to below as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Alinean, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

- (a) Adoption and approval of this Agreement and the Merger by the sole stockholder of Alinean-Delaware and the shareholders of Alinean-Florida in accordance with the applicable requirements of the Delaware General Corporation Law and the Florida Business Corporation Act;
- (b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement;
- (c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law; and
- (d) The filing with the Secretary of Florida of executed Articles of Merger meeting the requirements of the Florida Business Corporation Act.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Alinean-Florida shall cease and Alinean-Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and Alinean-Florida's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of Alinean-Florida in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of Alinean-Delaware as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Alinean-Florida in the same manner as if Alinean-Delaware had itself incurred them, all as more fully provided under the

applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

2. Charter Documents, Directors and Officers.

2.1 Certificate of Incorporation. The Certificate of Incorporation of Alinean-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Alinean-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Alinean-Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

3. Manner of Conversion of Stock.

3.1 Alinean-Florida Common Stock. Upon the Effective Date of the Merger, each share of Class A Stock and each share of Class B Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, par value \$0.001 per share, of the Surviving Corporation.

3.2 Alinean-Florida Options. Immediately prior to the Effective Date of the Merger, vesting of each outstanding option (each an "Option") to purchase shares of [Class B Stock] issued pursuant to Alinean-Florida's Incentive Stock Option Plan (the "Alinean-Florida Plan"), shall accelerate and each Option shall become fully exercisable. Upon effectiveness of the Merger, any Option which has not been exercised shall terminate, pursuant to Section 4(c) of the Alinean-Florida Plan.

3.3 Alinean-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, par value \$0.001 per share, of Alinean-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Alinean-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Alinean-Florida Class A Stock and Alinean-Florida Class B Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a

certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Alinean-Florida capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Alinean-Florida capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation issued in the Merger shall bear a legend substantially in the form of the following:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS (COLLECTIVELY, THE "ACTS"). NO INTEREST IN SUCH SHARES MAY BE SOLD, ENCUMBERED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACTS COVERING THE TRANSACTION, (B) THIS CORPORATION RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO THIS CORPORATION STATING THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACTS, OR (C) THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACTS.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. General.

4.1 Covenants of Alinean-Delaware. Alinean-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the state of Florida and irrevocably appoint an agent for service of process as required under the Florida Business Corporation Act.

(b) Take such other actions as may be required by the Florida Business Corporation Act.

(c) Alinean-Delaware shall pay promptly to the dissenting shareholders of Alinean-Florida the amount, if any, to which they are entitled under Florida Statutes §607.1302.

4.2 Further Assurances. From time to time, as and when required by Alinean-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Alinean-Florida 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 Alinean-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Alinean-Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of Alinean-Delaware are fully authorized in the name and on behalf of Alinean-Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Alinean-Florida or Alinean-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Alinean-Florida or by the sole stockholder of Alinean-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of Delaware and Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the state of Delaware is located at The Corporation Trust Company, Corporation Trust Center,

1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, and CT Corporation System is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 13501 Ingenuity Drive, Suite 212, Orlando, FL 32826 and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Delaware, without giving effect to principles of conflicts of law.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank]

The undersigned authorized representatives of the Constituent Corporations have executed and acknowledged this Agreement as of the date first set forth above.

ALINEAN, INC., a Delaware corporation

By: 

Name: William N. Johnston

Title: President

ALINEAN HOLDINGS, INC., a Florida corporation

By: 

Name: William N. Johnston

Title: President