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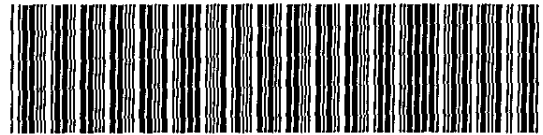
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Julie L. Erickson  
(206) 224-8127  
jerickson@karrtuttle.com

October 16, 2003

Sent via US Postal Service Express

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

RE: **Adivio Software Corporation**  
**Kaseya Corporation**  
Florida Department of State:

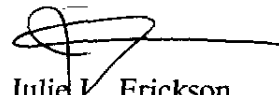
In connection with the merger of Adivio Software Corporation, a Florida corporation, (the "Disappearing corporation") into Kaseya Corporation, a Delaware corporation (the "Surviving corporation"), please find enclosed for filing with the Florida Department of State - Division of Corporations the following:

- Articles of Merger (original plus one copy);
- Filing fees in the amount of \$78.75 (\$70.00 filing fee + \$8.75 for certified copy) made payable to Department of State.

Please file the Articles of Merger and return the certified copy to my attention in the enclosed self-addressed, postage prepaid United States Postal Services Express Mail envelope.

Thank you for your attention and assistance with this matter. Please don't hesitate to call me at the above number with any questions.

Very truly yours,

  
Julie L. Erickson  
Corporate Paralegal

Enclosures

cc: Jill T. Whitney, Esq. (w/enclosures)

03 OCT 20 11 12 AM  
FILED  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

(for filing with the state of Florida)

### ADIVIO SOFTWARE CORPORATION

a Florida corporation

*Merging With and Into*

### KASEYA CORPORATION

a Delaware corporation

Pursuant to the applicable provisions of the Florida Business Corporation Act, these Articles of Merger are executed and filed for purposes of merging **ADIVIO SOFTWARE CORPORATION**, a Florida corporation (the "*Disappearing Corporation*") with and into **KASEYA CORPORATION**, a Delaware corporation the ("*Surviving Corporation*").

#### ARTICLE I PLAN OF MERGER

The Agreement And Plan Of Merger approved by the shareholders of the Surviving Corporation and by the shareholders the Disappearing Corporation is attached as Exhibit A (the "*Plan of Merger*").

#### ARTICLE II SHAREHOLDER APPROVALS

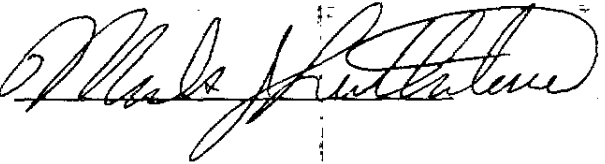
The Plan of Merger was duly adopted by the shareholders of both the Disappearing Corporation and the Surviving Corporation on 10/15/03.

ARTICLE III  
EFFECTIVE DATE

The merger shall be effective on filing these Articles.

DATED as of 10/16/03.

KASEYA CORPORATION

By: 

# AGREEMENT AND PLAN OF MERGER

OF

KASEYA CORPORATION

a Delaware corporation

*Merging With and Into Itself*

ADIVIO SOFTWARE CORPORATION

a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*") is made and entered as of the 15<sup>th</sup> day of October, 2003, by and between **KASEYA CORPORATION**, a Delaware corporation ("*Kaseya*"), and **ADIVIO SOFTWARE CORPORATION**, a Florida corporation ("*Adivio*"). Kaseya and Adivio are sometimes referred to as the "*Constituent Corporations*."

## RECITALS

A. The authorized capital stock of Kaseya consists of 5,000,000 shares of Common Stock, no par value of which 1,000,000 shares are issued and outstanding;

B. The authorized capital stock of Adivio consists of 1,000 shares of Common Stock, no par value of which 1,000 shares are issued and outstanding (the "*Adivio Common Stock*"); and

C. The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Adivio merge with and into Kaseya upon the terms and conditions provided in this Merger Agreement.

THEREFORE, the parties do hereby adopt the plan encompassed by this Merger Agreement and do hereby agree that Adivio shall merge into Kaseya on the following terms, conditions and other provisions:

### 1. **TERMS AND CONDITIONS.**

1.1. **Merger.** Adivio shall be merged with and into Kaseya (the "*Merger*") in accordance with the provisions of the Delaware Corporation Law of the State of Delaware and the Florida Business Corporation Act, as soon as practicable following the satisfaction or waiver of the conditions set forth in Section 4.3 below. Following the Merger, the separate corporate existence of Adivio shall cease, and Kaseya shall be the surviving corporation under the laws of the state of Delaware (the "*Surviving Corporation*"). The Merger shall have the effect set forth in Section 252 of the Delaware Corporation Law of the State of Delaware and Section 607.1106 of the Florida Business Corporation Act.

1.2. **Effective Date.** The Merger will be consummated by filing with the Delaware Secretary a Certificate of Merger in the form required by and executed in accordance with Section 252 of the Delaware Corporation Law of the State of Delaware and Articles of Merger with the Florida Secretary in the form required by and executed in accordance with Section 607.1105 of the Florida Business Corporation Act, to effect the merger of Adivio into Kaseya. The Merger will become effective (the "*Effective Date*") when such Certificate and

Articles of Merger have been filed with the Delaware and Florida Secretaries, as applicable, or at such later time as is specified in the Certificate and Articles of Merger.

1.3. **Succession to Rights and Interests.** The Surviving Entity shall possess all of the properties and assets of the Disappearing Entity, and all the rights, privileges, powers, immunities, franchises and assets of the Disappearing Entity (with the exception of the Disappearing Entity's existence as a corporation), of whatever nature and description, both public and private, all of which shall be taken and deemed to be transferred to and vested in the Surviving Entity without further action, instrument or deed. Title to any real estate or other property, or any interest therein, vested by deed or otherwise in the Disappearing Entity, and all contractual rights, leases of real or personal property, choses in action, debts due on whatever account, and interests of, or property belonging to or due to the Disappearing Entity, shall be vested in the Surviving Entity without reversion, termination or impairment. The Surviving Entity shall acquire all of the Disappearing Entity's rights and interest in software owned by and/or developed by the Disappearing Entity, including, but not limited to, all rights and interest to software acquired by the Disappearing Entity pursuant to that certain Software and Intellectual Property Purchase Agreement between the Disappearing Entity and Adivio Corporation, a Delaware corporation dated January 1, 2003.

1.4. **Succession to Liabilities.** The Surviving Entity shall be subject to all restrictions, disabilities, duties and liabilities and obligations of the Disappearing Entity, contractual or otherwise, including, but not limited to, the obligations of the Disappearing Entity to pay amounts owing to Gerald Blackie and Tim McMullen.

1.5. **Claims and Proceedings.** Any existing claim or action or proceeding, whether civil, criminal or administrative, pending by or against the Disappearing Entity may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Entity may be substituted in any such action or proceeding.

## 2. **CONVERSION OF SECURITIES.**

2.1. **Conversion of Adivio Shares.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Common Stock of Adivio issued and outstanding immediately prior to the Effective Date shall be converted into 1,000 shares of fully paid and nonassessable shares of the Common Stock of Kaseya (the "*Kaseya Shares*"), and (ii) each share of Common Stock of Adivio issued and outstanding immediately prior to the Effective Date shall be cancelled.

2.2. **Stock Certificates.** Promptly after the Effective Date, the stockholders of Adivio immediately prior to the Effective Date (the "*Old Stockholders*") shall surrender and deliver their shares of Adivio Common Stock to Kaseya, and Kaseya shall issue and deliver the Kaseya Shares to the Old Stockholders according to their respective interests therein, as provided in Section 2.1. The shares of Adivio Common Stock so surrendered shall be canceled. No interest or other amount will be paid or accrued in lieu of fractional shares, unpaid dividends or distributions, if any, owned by or payable to holders of shares of Adivio Common Stock.

2.3. **No Further Ownership Rights in Adivio Common Stock.** The Kaseya Shares issued upon surrender of Adivio Common Stock in accordance with the terms of this Merger Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the shares of Adivio Common Stock represented thereby, and there shall be no further registration of transfers on the stock transfer books of Adivio of shares of Adivio Common Stock outstanding immediately prior to the Effective Date. If, after the Effective Date, certificates purporting to represent issued and outstanding shares of Adivio Common Stock are presented to the Surviving Corporation for any reason, such certificates shall be canceled.

### 3. **CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.**

3.1. **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation and Bylaws of Kaseya as existing and in effect at the Effective Date of Merger shall be and continue as the Certificate of Incorporation and Bylaws of the Surviving Entity.

3.2. **Directors.** The directors of Kaseya immediately preceding the Effective Date of Merger shall be and continue as the board of directors of the Surviving Entity to serve until the expiration of their terms and until their successors are elected and qualified.

3.3. **Officers.** The officers of Kaseya immediately preceding the Effective Date shall be and continue as the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3.4. **Book Values; Tax Attributes.** The assets and liabilities of the Disappearing Entity as of the Effective Date of Merger shall be taken up on the books of the Surviving Entity at the amounts at which they are carried at that time. For federal income tax purposes, the merger shall be accounted for as a tax free merger pursuant to § 368(a)(1)(A) of the Internal Revenue Code and applicable Treasury Regulations.

### 4. **MISCELLANEOUS.**

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

4.2. **Amendment.** At any time before or after approval by the shareholders of Adivio and Kaseya, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Adivio and Kaseya, the principal terms may not be amended without the further approval of the shareholders of Adivio and Kaseya) as

may be determined in the judgment of the respective Board of Directors of Adivio and Kaseya to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**4.3. Conditions To Merger.** The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law): (i) the Merger shall have been approved by the shareholder of Adivio in accordance with applicable provisions of the Florida Business Corporation Act; and the shareholders of Kaseya, in accordance with the applicable provisions of the Delaware Corporation Law of the State of Delaware; (ii) Kaseya, the stockholder of Adivio, and the stockholders of Kaseya shall have entered into a Shareholders' Agreement in the form of the attached Exhibit A; (iv) Kaseya shall have entered into an Assumption of Liabilities Agreement in the form of the attached Exhibit B; and (iv) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Adivio to be material to consummation of the Merger shall have been obtained.

**4.4. Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Adivio or Kaseya or both, notwithstanding the approval of this Merger Agreement by the shareholders of Adivio and Kaseya, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Adivio and Kaseya, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Kaseya shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

**4.5. Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original. A party's transmission by fax or other electronic means of a copy of this Merger Agreement, reflecting the party's signature, shall be effective as an acceptance of this Merger Agreement by the transmitting party, with the same force and effect as if an executed original had been delivered.

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SIGNATURES FOLLOW ON THE NEXT PAGE



IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors and shareholders of Kaseya and of Adivio, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

**KASEYA CORPORATION**

**ADIVIO SOFTWARE CORPORATION**

By: Paul Wong  
Paul Wong, Secretary

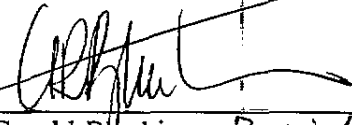
By: \_\_\_\_\_  
Gerald Blackie, \_\_\_\_\_

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors and shareholders of Kaseya and of Adivio, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

**KASEYA CORPORATION**

By: \_\_\_\_\_  
Paul Wong, \_\_\_\_\_

**ADIVIO SOFTWARE CORPORATION**

By:  \_\_\_\_\_  
Gerald Blackie, President