P98000003858

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MERGER OR SHARE EXCHANGE

~~MULE, INC.~~ Hightouch Technologies, Inc.

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Certificate of Status	0
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ARTICLES OF MERGER
Merger Sheet

MERGING:

HT ACQUISITION, INC., a FL corp., P00000023369

INTO

HIGHTOUCH TECHNOLOGIES, INC., a Florida entity, P98000003858

File date: May 10, 2000

Corporate Specialist: Susan Payne

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 11, 2000

HIGHTOUCH TECHNOLOGIES, INC.
111 2ND AVENUE N.E.
SUITE 600
ST. PETERSBURG, FL 33701

SUBJECT: HIGHTOUCH TECHNOLOGIES, INC.
REF: P98000003858

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please add an exhibit indicating the titles, names, and addresses of the officers/directors of the surviving corporation.

The merger cover sheet is under the name of MULE, INC. It should be under HIGHTOUCH TECHNOLOGIES, INC. This can be hand written on the cover sheet.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6901.

Susan Payne
Senior Section Administrator

FAX Aud. #: H00000026113
Letter Number: 600A00026427

FILED
00 MAY 10 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Between

HT ACQUISITION, INC.
(a Florida Corporation)

And

HIGHTOUCH TECHNOLOGIES, INC.
(a Florida Corporation)

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 10th day of May, 2000, by and between HT Acquisition, Inc., a Florida corporation ("Merger Sub"), and HighTouch Technologies, Inc., a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, Merger Sub is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of each of the constituent corporations deems it advisable that Merger Sub be merged with and into the Company on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Florida, which permits such merger.

NOW, THEREFORE, Merger Sub and the Company hereby state as follows:

ARTICLE I

Merger Sub and the Company have been and shall be merged into one another in accordance with applicable provisions of the laws of the State of Florida and pursuant to the Plan of Merger attached hereto as Exhibit A (the "Plan"), with the Company being the surviving corporation.

ARTICLE II

The Plan was approved and adopted by the directors of the Company as of April 17, 2000 in the manner prescribed by the Florida Business Corporation Act. The Plan was approved and adopted by the shareholders of the Company as of April 17, 2000 by unanimous written consent in the manner prescribed by the Florida Business Corporation Act.

ARTICLE III

The Plan was approved and adopted by the directors of Merger Sub as of April 17, 2000 in the manner prescribed by the Florida Business Corporation Act. The Plan was approved and adopted by the shareholders of Merger Sub as of April 17, 2000 by unanimous written consent in the manner prescribed by the Florida Business Corporation Act.

ARTICLE IV

The effective date of the Merger shall be the date of the proper filing of these Articles in accordance with the Florida Business Corporation Act.

ARTICLE V

The names and addresses of the directors and officers of the Surviving Corporation are as set forth on Exhibit B attached hereto.

[Signatures are on the following page.]

IN WITNESS WHEREOF, Merger Sub and the Company, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have caused these Articles of Merger to be executed by each party hereto, as of the date first set forth above.

HT ACQUISITION, INC.

By: _____
Name: Greg Effertz
Title: Vice President and Secretary

HIGHTOUCH TECHNOLOGIES, INC.

By: _____
Name: Michael Hamer
Title: Secretary

Exhibit A

PLAN OF MERGER dated as of April 17, 2000 (this "Plan"), among RETEK INC., a Delaware corporation ("Parent"), HT ACQUISITION, INC., a Florida corporation and a wholly owned subsidiary of Parent ("Merger Sub"), HIGHTOUCH TECHNOLOGIES, INC., a Florida corporation, (the "Company"), and KIPLING INVESTMENTS LABUAN LIMITED, a Malaysian corporation and the sole shareholder of the Company (the "Sole Shareholder").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions of this Plan and in accordance with the Florida Business Corporation Act (the "FBCA"), Parent and the Company will enter into a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger");

WHEREAS, the Board of Directors of the Company (i) has determined that the Merger is fair to, advisable to and in the best interests of, the Company and the Sole Shareholder and has approved and adopted this Plan, the Merger and the other transactions contemplated by this Plan and (ii) has recommended the approval and adoption of this Plan by the Sole Shareholder;

WHEREAS, the Sole Shareholder owns all of the issued and outstanding capital stock of the Company, consisting of shares of common stock, par value $.01 per share (such capital stock being the "Company Stock"); and

WHEREAS, the Sole Shareholder has approved this Plan and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Merger Sub, the Company and the Sole Shareholder hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger. In accordance with the FBCA, at the Effective Time (as defined in Section 1.02), Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the

Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 1.02. Effective Time; Closing. As promptly as practicable, the parties hereto shall cause the Merger to be consummated by filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Florida in such form as is required by, and executed in accordance with, the relevant provisions of the FBCA. The term "Effective Time" means the date and time of the filing of the Articles of Merger with the Secretary of State of the State of Florida (or such later time as may be agreed by each of the parties hereto and specified in the Articles of Merger). Immediately prior to the filing of the Articles of Merger, a closing (the "Closing") will be held at the offices of Shearman & Sterling, 555 California Street, Suite 2000, San Francisco, CA 94104 (or such other place as the parties may agree).

SECTION 1.03. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

SECTION 1.04. Articles of Incorporation; By-Laws. (a) At the Effective Time, the Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation.

(b) At the Effective Time, the By-Laws of the Company, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until thereafter amended as provided by law, the Articles of Incorporation of the Surviving Corporation and such By-Laws.

SECTION 1.05. Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation after the Effective Time, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation (the directors of the Company immediately prior to the Effective Time shall cease to be directors as of the Effective Time), and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation after the Effective Time, in each case until their respective successors are duly elected or appointed and qualified (the officers of the Company immediately prior to the Effective Time shall cease to be officers as of the Effective Time).

ARTICLE II

CONVERSION OF SECURITIES; EXCHANGE OF CERTIFICATES

SECTION 2.01. Conversion of Securities. (a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any of the following securities:

(i) each share of Company Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Stock to be canceled pursuant to Section 2.01(a)(ii)) shall be converted into the right to receive, subject to and in accordance with Section 2.02, the following consideration (the "Merger Consideration"), without interest or withholding:

(A) the amount of cash equal to the quotient determined by dividing $18.0 million by the number of shares of Company Stock issued and outstanding immediately prior to the Effective Time (the "Cash Consideration"); and

(B) the number of shares of common stock of Parent, par value $.01 per share ("Parent Stock"), equal to the quotient determined by dividing the Aggregate Retek Shares (as defined below) by the number of shares of Company Stock issued and outstanding immediately prior to the Effective Time (the "Stock Consideration"); and

(ii) each share of common stock, par value $.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, par value $.01 per share, of the Surviving Corporation.

(b) The "Aggregate Retek Shares" shall be the quotient determined by dividing $9 million by the Average Parent Stock Price (as defined in Section 2.03(d)); provided, however, that if such quotient is greater than 400,000, the Aggregate Retek Shares shall be 400,000.

SECTION 2.02. Exchange of Certificates. (a) After the Effective Time, a holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Company Stock ("Company Share Certificates") that were converted into the right to receive the Merger Consideration pursuant to Section 2.01 may surrender Company Share Certificates to Parent.

(b) Upon surrender of a Company Share Certificate for cancellation to Parent:

(i) the holder of such Company Share Certificate shall be entitled to receive in exchange therefor the Merger Consideration (free and clear of any fees or deductions, including withholding taxes, if any) that such holder has the right to receive in respect of such Company Share Certificate pursuant to the provisions of this Article II (after taking into account all shares of Company Stock then held by such holder); and

(ii) the Company Share Certificate so surrendered shall forthwith be cancelled.

The Sole Shareholder agrees to surrender to Parent at the Closing Company Share Certificates representing all of the Company Stock held by the Sole Shareholder immediately prior to the Closing.

(c) No Further Rights in Company Stock. The Merger Consideration issued upon surrender of shares of Company Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Stock.

From and after the Effective Time, the holders of Company Share Certificates representing shares of Company Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Stock, except as otherwise provided in this Plan or by law.

SECTION 2.03. Company Stock Options. (a) All options (the "Company Stock Options") outstanding, whether or not exercisable and whether or not vested, at the Effective Time under the Company's 1999 Stock Option Plan and any other equity-based incentive program adopted by the Company prior to the Effective Time (the "Company Stock Option Plans"), shall remain outstanding following the Effective Time. At the Effective Time, the Company Stock Options shall, by virtue of the Merger and without any further action on the part of the Company or the holder thereof, be assumed by Parent in such manner that Parent (i) is a corporation "assuming a stock option in a transaction to which Section 424(a) applies" within the meaning of Section 424 of the United States Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder or (ii) to the extent that Section 424 of the Code does not apply to any such Company Stock Options, would be such a corporation were Section 424 of the Code applicable to such Company Stock Options. From and after the Effective Time, all references to the Company in the Company Stock Option Plans and the applicable stock option agreements issued thereunder shall be deemed to refer to Parent, which shall have assumed the Company Stock Option Plans as of the Effective Time by virtue of this Plan and without any further action. Each Company Stock Option assumed by Parent (each, a "Substitute Option") shall be exercisable upon the same terms and conditions as under the applicable Company Stock Option Plan and the applicable option agreement issued thereunder, except that (A) each such Substitute Option shall be exercisable for, and represent the right to acquire, that whole number

of shares of Parent Stock, (rounded down to the nearest whole share) equal to the number of shares of Company Stock subject to such Company Stock Option multiplied by the Option Exchange Ratio (as defined below) and (B) the option price per share of Parent Stock shall be an amount equal to the option price per share of Company Stock subject to such Company Stock Option in effect immediately prior to the Effective Time divided by the Option Exchange Ratio (the option price per share, as so determined, being rounded upward to the nearest full cent). The adjustments provided for herein with respect to any options that are intended to be "incentive stock options" within the meaning of Section 422 of the Code shall be effected in a manner consistent with Section 424(a) of the Code.

(b) As soon as practicable after the Effective Time, Parent shall deliver to each holder of an outstanding Company Stock Option an appropriate notice setting forth such holder's rights pursuant thereto and such Company Stock Option shall continue in effect on the same terms and conditions (including any antidilution provisions, and subject to the adjustments required by this Section 2.03 after giving effect to the Merger). Parent shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Parent Stock for delivery upon exercise of Substitute Options pursuant to the terms set forth in this Section 2.03. As soon as reasonably practicable after the Effective Time, the shares of Parent Stock subject to Company Stock Options will be covered by an effective registration statement on Form S-8 (or any successor form) or another appropriate form, and Parent shall use its reasonable efforts to maintain the effectiveness of such registration statement or registration statements for so long as Substitute Options remain outstanding.

(c) "Option Exchange Ratio" means the quotient determined by dividing $8.4752 by the Average Parent Stock Price (as defined below).

(d) "Average Parent Stock Price" means the average closing trading price of Parent Stock as reported by the Nasdaq National Market for the 20 consecutive trading days ending on the trading day that is two trading days prior to the date of the Closing.

Exhibit B

Directors and Officers of Surviving Corporation at Effective Time of Merger

Directors:

John Buchanan	Midwest Plaza 801 Nicollet Mall Minneapolis, MN 55402
Greg Effertz	Midwest Plaza 801 Nicollet Mall Minneapolis, MN 55402

Officers:

President	John Buchanan	Midwest Plaza 801 Nicollet Mall Minneapolis, MN 55402
Vice President and Secretary	Greg Effertz	Midwest Plaza 801 Nicollet Mall Minneapolis, MN 55402