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CORPORATION(S) NAME

Silverstone Software Corporation

Merging into: Alenio Corporation

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ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

SILVERSTONE SOFTWARE CORPORATION, a Florida corporation,  
P98000017228.

INTO

**ALERIO CORPORATION**, a Delaware corporation not qualified in Florida.

File date: December 30, 1999, effective January 1, 2000

Corporate Specialist: Thelma Lewis

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99 DEC 30 AM 1:45  
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TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

(for filing with the State of Florida)

### SILVERSTONE SOFTWARE CORPORATION

a Florida corporation

*Merging With and Into*

### ALERIO CORPORATION

a Delaware corporation

### EFFECTIVE DATE

1-1-2000

Pursuant to the applicable provisions of the Florida Business Corporation Act, these Articles of Merger are executed and filed for purposes of merging **SILVERSTONE SOFTWARE CORPORATION**, a Florida corporation (the "*Disappearing Corporation*") with and into **ALERIO 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 December 6, 1999.

ARTICLE III  
EFFECTIVE DATE

The merger shall be effective on January 1, 2000.

DATED as of December 6, 1999.

ALERIO CORPORATION

By: 

Gerald Blackie, President

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER  
OF**

**ALERIO CORPORATION**  
a Delaware corporation

*Merging With and Into Itself*

**SILVERSTONE SOFTWARE CORPORATION**  
a Florida corporation.

THIS AGREEMENT AND PLAN OF MERGER (the "*Plan*") is made and entered as of this <sup>15<sup>th</sup></sup> day of December, 1999 by and between **ALERIO CORPORATION**, a Delaware corporation ("*Alerio*"), as the "*Surviving Corporation*"; and **SILVERSTONE SOFTWARE CORPORATION**, a Florida corporation (together, the "*Disappearing Corporation*"). Alerio and the Disappearing Corporation are sometimes collectively referred to in this Plan as the "*Constituent Corporations*."

RECITALS

A. The directors of the Disappearing Corporation wish to reconstitute the Disappearing Corporation as a Delaware corporation by the name of Alerio Corporation.

B. For that purpose, the Surviving Corporation has been formed, with capitalization identical to the existing capitalization of the Disappearing Corporation.

C. The directors of both of the Constituent Corporations have duly approved the merger of the Disappearing Corporation with and into the Surviving Corporation in accordance with the terms and conditions of this Plan (the "*Merger*"), as authorized by Section 607.1103 of the Florida Business Corporation Act (the "*FBCA*") and Section 253 of the Delaware General Corporations Law (the "*DDCGL*").

THEREFORE, the parties agree as follows:

1. **MERGER.** On the terms and conditions of this Plan, the Disappearing Corporation shall be merged with and into Alerio.

2. **PARTIES.** The name of the parties to the Merger are as follows:

2.1. **Surviving Corporation.** The surviving corporation shall be: **ALERIO CORPORATION**, a State of Delaware corporation, whose name shall remain unchanged in connection with the merger.

2.2. **Disappearing Corporations.** The names of the Constituent Corporation to be merged into the Surviving Corporation, and whose corporate existence accordingly shall cease as a result of the Merger, is: **SILVERSTONE SOFTWARE CORPORATION**, a State of Florida corporation.

Alerio Corporation/Silverstone Software Corporation  
**AGREEMENT AND PLAN OF MERGER**

3. **ARTICLES OF MERGER.** The Surviving Corporation shall cause to be filed, with the Secretaries of State of Florida and Delaware, respectively, Articles of Merger and Certificate of Merger in the forms contemplated by the applicable provisions of the FBCA and the DCGL, respectively, attaching a copy of and incorporating this Plan by reference.

4. **EFFECTIVE TIME OF MERGER.** The Merger shall become effective as of January 1, 2000 (the "*Effective Time*").

5. **TERMS AND CONDITIONS OF MERGER.** As of the Effective Time of Merger, as provided by the FBCA and the DCGL:

5.1. **No Separate Existence.** The separate existence of the Disappearing Corporation shall cease and the Disappearing Corporation shall be merged with and into the Surviving Corporation in accordance with this Plan.

5.2. **Succession to Rights and Interests.** The Surviving Corporation shall possess all of the properties and assets of each of the Constituent Corporations, and all the rights, privileges, powers, immunities, franchises and assets of each of the Constituent Corporations, 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 Corporation without further action, instrument or deed. Title to any real estate or other property, or any interest therein, vested by deed or otherwise in any of the Constituent Corporations, 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, any of the Constituent Corporations, shall be vested in the Surviving Corporation without reversion, termination or impairment.

5.3. **Succession to Liabilities.** The Surviving Corporation shall be subject to all restrictions, disabilities, duties and liabilities and obligations of each of the Constituent Corporations, contractual or otherwise.

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

5.5. **Certificate of Incorporation.** The Certificate of Incorporation of Alerio as existing and in effect at the Effective Time of Merger shall be and continue as the Certificate of Incorporation of the Surviving Corporation, until the same shall be amended or repealed as provided by the DCGL and by the terms of such Certificate of Incorporation.

5.6. **Bylaws.** The Bylaws of Alerio as existing and in effect at the Effective Time of Merger shall be and continue as the Bylaws of the Surviving Corporation, until the same shall be amended or repealed as provided by the terms of such Bylaws.

5.7. **Directors.** The directors of Alerio in office at the Effective Time of Merger shall be and continue as the directors of the Surviving Corporation, each such director to hold such office in accordance with and subject to the Certificate of Incorporation and

Alerio Corporation/Silverstone Software Corporation  
AGREEMENT AND PLAN OF MERGER

Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of Merger, until his successor is elected and qualified.

5.8. **Officers.** The officers of Alerio in office at the Effective Time of Merger shall be and continue as the officers of the Surviving Corporation, each such officer to hold such office in accordance with and subject to the Certificate of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of Merger, until his successor is elected and qualified.

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

6. **NO CONVERSION OF SHARES.** At the Effective Time of Merger, by virtue of the Merger and without any action on the part of the holder of any shares of the capital stock of Alerio or the Disappearing Corporations:

(a) Each outstanding share of capital stock of Alerio shall *not* be converted or exchanged, but shall remain outstanding as a duly issued and outstanding share of capital stock of the Surviving Corporation; and

(b) Each outstanding share of capital stock of the Disappearing Corporations shall cease to exist, and (ii) no Surviving Corporation stock shall be issued in conversion of or exchange for the former stock of the Disappearing Corporations; and

(c) The holders of options, warrants or other written agreements or instruments entitling the holder to purchase shares of the common stock of the Disappearing Corporation shall be converted and exchanged by the Surviving Corporation following the Merger into identical options, warrants or other written agreements for an identical number of shares of the Surviving Corporation.

## 7. IMPLEMENTATION.

7.1. **Shareholder Approval.** This Plan shall be submitted to the shareholders of Alerio and the Disappearing Corporations for their approval in the manner provided (a) by Section 251 of the DCGL, in the case of the Surviving Corporation, and (b) by Section 607.1103 and 607.1105 of the FBCA, in the case of the Disappearing Corporation, or as otherwise may be required by applicable law.

7.2. **Articles of Merger.** After shareholder approval, the proper officers of the Surviving Company shall cause to be prepared, and shall execute and cause Articles of Merger to be filed with the Florida Secretary of State and shall execute and cause a Certificate of Merger to be filed with the Florida Secretary of State.

of Merger to be filed with the Delaware Secretary of State, in the form and manner contemplated by Section 3 of this Plan or as otherwise may be required by law.

7.3. **Further Acts.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to evidence the succession to and vesting in the Surviving Corporation of the title to any property of either of the Constituent Corporations, or the exercise and enjoyment of rights, privileges, powers, immunities and franchises of the Constituent Corporations, the proper officers and directors of the Constituent Corporations shall execute, deliver and, where required, file such further instruments and assurances in law and do all things necessary or proper thus to vest such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.

7.4. **Abandonment of Merger.** This Plan may be abandoned only by written resolution adopted by the board of directors of both Constituent Corporations implementing such an abandonment.

7.5. **Service of Process.** Following the Merger, and in accordance with Section 607.1107 of the FBCA, the Surviving Corporation may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Silverstone as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to Section 607.1302 of the FBCA, and the Surviving Corporation does hereby irrevocably appoint the Secretary of State of Florida as its agent to accept service of process in any such suit or other proceeding. Similarly, the Surviving Corporation may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and it does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the respective Secretaries of the States of Delaware and Florida is:

Alerio Corporation  
c/o Karr Tuttle Campbell  
Attention: James L. Austin, Jr.  
Suite 2900, Washington Mutual Tower  
1201 Third Avenue  
Seattle, WA 98101-3028

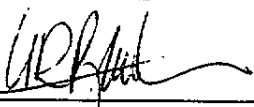
until the Surviving Corporation shall have hereafter designated in writing to the respective Secretary of State a different address for such purpose.

Alerio Corporation/Silverstone Software Corporation  
AGREEMENT AND PLAN OF MERGER

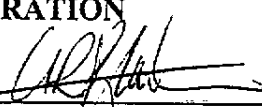


THIS AGREEMENT AND PLAN OF MERGER may be executed in any number of counterparts, all of which shall be and constitute an original instrument.

**ALERIO CORPORATION**

By:   
Gerald Blackie, President  
12/15/99

**SILVERSTONE SOFTWARE CORPORATION**

By:   
Gerald Blackie, President  
12/15/99

Alerio Corporation/Silverstone Software Corporation  
AGREEMENT AND PLAN OF MERGER