

CT CORPORATION SYSTEM

V32769

CORPORATION(S) NAME

Blue Ocean Software, Inc. (DE)

merging: Blue Ocean Software, Inc. (FL)

FILED
01 APR 10 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
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| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
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Order#: 401178

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Amount: \$ _____

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660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

BLUE OCEAN SOFTWARE, INC., a Florida corporation V32769

INTO

BLUE OCEAN SOFTWARE, INC., a Delaware entity not qualified in Florida

File date: April 10, 2001

Corporate Specialist: Annette Ramsey

FILED
01 APR 10 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

BLUE OCEAN SOFTWARE, INC.
(a Delaware corporation)

and

BLUE OCEAN SOFTWARE, INC.
(a Florida corporation)

April 10, 2001

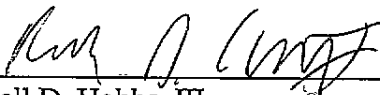
Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt these Articles of Merger for the purpose of merging (the "Merger") Blue Ocean Software, Inc., a Florida corporation ("Blue Ocean-FL"), with and into Blue Ocean Software, Inc., a Delaware corporation ("Blue Ocean-DE" or the "Surviving Corporation") (the "Merger").

1. The Agreement and Plan of Merger dated as of April 10, 2001 by and between Blue Ocean-DE and Blue Ocean-FL (the "Plan of Merger") is attached hereto as Exhibit A.
2. The name of the Surviving Corporation is "Blue Ocean Software, Inc."
3. The certificate of incorporation of Blue Ocean-DE shall be the certificate of incorporation of the Surviving Corporation.
4. The Merger shall become effective upon the filing of both these Articles of Merger with the Department of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware.
5. The Plan of Merger was adopted by the sole shareholder of Blue Ocean-DE as of the date hereof. The Plan of Merger was adopted by the sole shareholder of Blue Ocean-FL as of the date hereof.

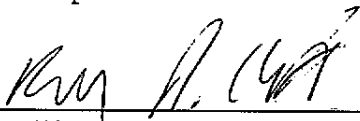
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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed as of the date first above written.

BLUE OCEAN SOFTWARE, INC.
a Delaware corporation

By: 
Russell D. Hobbs, III
President

BLUE OCEAN SOFTWARE, INC.
a Florida corporation

By: 
Russell D. Hobbs, III
President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 10, 2001 (the "Agreement") by and between Blue Ocean Software, Inc., a Florida corporation ("Blue Ocean-FL"), and Blue Ocean Software, Inc., a Delaware corporation and a wholly owned subsidiary of Blue Ocean-FL ("Blue Ocean-DE"). The two corporations are hereinafter sometimes called the "Constituent Corporations." Blue Ocean-FL is hereinafter also sometimes referred to as the "Merged Corporation," and Blue Ocean-DE is hereinafter also sometimes referred to as the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their respective stockholders that Blue Ocean-FL be merged with and into Blue Ocean-DE under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the States of Florida and Delaware in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

WHEREAS, Blue Ocean-DE by its certificate of incorporation has an authorized capital stock of 35,172,414 shares, of which 30,000,000 are common stock, par value \$.0001 per share (the "Common Stock"), of which 100 shares of are now issued and outstanding; and of which 5,172,414 are preferred stock, par value \$.0001 per share, of which none are outstanding;

WHEREAS, Blue Ocean-FL by its articles of incorporation has an authorized capital stock of 30,000,000 shares of common stock, par value \$.0001 per share, of which 25,500,000 shares are issued and outstanding; and.

WHEREAS, the registered agent of Blue Ocean-FL in the State of Florida is Russell D. Hobbs, III, who is located at 5016 Wesley Drive, Tampa, Florida 33647; and the registered office of Blue Ocean-DE in the State of Delaware is Corporation Trust Company, located at 1209 Orange Street, Wilmington, Delaware 19801.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the time the Merger (as defined below) becomes effective, Blue Ocean-FL shall be merged with and into Blue Ocean-DE, which shall be the Surviving Corporation (the "Merger"). On the effective date of the Merger, the separate existence of Blue Ocean-FL shall cease in accordance with applicable law.

SECOND: The certificate of incorporation of Blue Ocean-DE, as in effect on the date of the Merger, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The effect of the Merger on the capital stock of the Constituent Corporations shall be as follows:

(a) The one hundred (100) shares of Common Stock of the Surviving Corporation, which are issued and outstanding on the date hereof shall, without any further action on the part of the holder thereof, be canceled on and as of the effective date of the Merger.

(b) The outstanding shares of capital stock of the Merged Corporation shall be changed and converted into the shares of the capital stock of the Surviving Corporation as follows: each share of common stock of the Merged Corporation which shall be outstanding on the effective date of the Merger, and all rights in respect thereof shall, without any further action on the part of the holder thereof, be changed and converted into one share of Common Stock of the Surviving Corporation on and as of the effective date of the Merger.

(c) After the effective date of the Merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective date of the Merger, each

holder of any outstanding certificate or certificates representing shares of Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive one or more certificates representing the number of shares of Common Stock of the Surviving Corporation determined on the basis provided in subsection (b) immediately above. Until so surrendered, the certificates representing the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place.

(d) On or prior to the effective date of the Merger, Blue Ocean-FL and Blue Ocean-DE shall take all action necessary to cause the assumption by the Surviving Corporation as of the effective date of the Merger of Blue Ocean-FL's 2000 Stock Option/Stock Issuance Plan (the "Existing Plan") and all options to purchase shares of Blue Ocean-FL's common stock outstanding as of the effective date of the Merger (the "Outstanding Options"). Each of the Outstanding Options shall be converted as of the effective date of the Merger and without any action on the part of the holder thereof, into an option to purchase the same number of shares of the Surviving Corporation's Common Stock as is represented by each such Outstanding Option immediately prior to the effective date of the Merger. The exercise price per share of the Surviving Corporation's Common Stock subject to an assumed Outstanding Option shall be the same exercise price per share at which such option is exercisable immediately prior to the effective date of the Merger. The assumption and substitution of Outstanding Options as provided herein shall not give the holders of such options additional benefits which they did not have immediately prior to the effective date of the Merger, result in any acceleration of any vesting schedule for any Outstanding Option or relieve the holders of any obligations or restrictions applicable to their options or the shares obtainable upon exercise of the options. Blue Ocean-FL hereby represents and warrants to the Surviving Corporation that options to purchase an aggregate of 849,500 shares of common stock of Blue Ocean-FL granted under the Existing

Plan are the only options to purchase shares of common stock of Blue Ocean-FL outstanding as of the date hereof.

FOURTH: The terms and conditions of the Merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the effective date of the Merger shall be and remain the by-laws of the Surviving Corporation at and after the effective date of the Merger and until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) At and after the effective date of the Merger, the director and officers of the Surviving Corporation shall continue in office and thereafter each shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers

and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The Merger shall take effect when any and all documents or instruments necessary to perfect the Merger, pursuant to the requirements of the Florida Business Corporation Act and the General Corporation Law of the State of Delaware, are accepted for filing by the appropriate offices of the State of Florida and the State of Delaware, respectively.

(f) This Agreement may be terminated or abandoned by (i) either Constituent Corporation, by action of the Board of Directors of either Constituent Corporation at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, by written action of their respective Boards of Directors, at any time after such adoption by such stockholders and prior to the effective date of the Merger for any reason or for no reason. In the event of such termination or abandonment, this Agreement shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(g) This Agreement constitutes a Plan of Reorganization under the Internal Revenue Code Section 361, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

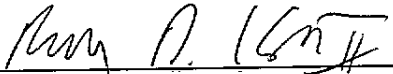
(h) All corporate acts, plans, policies, approvals and authorizations of Blue Ocean-FL, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Blue Ocean-FL. The employees of Blue Ocean-FL shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of Blue Ocean-FL.

(i) From the effective date of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement.


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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement to be duly executed by and delivered as of the date first above written.

BLUE OCEAN SOFTWARE, INC.
(a Florida corporation)

By: 
Russell D. Hobbs, III
President

BLUE OCEAN SOFTWARE, INC.
(a Delaware corporation)

By: 
Russell D. Hobbs, III
President