

FILED EFFECTIVE

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SECRETARY OF STATE  
STATE OF IDAHO

ARTICLES OF MERGER

OF

ODYSSEY COMPUTER SOLUTIONS, INC.

That we, the undersigned, citizens of the United States over the age of majority, do hereby associate ourselves together for the purpose of merging a corporation under the laws of the State of Idaho, and do hereby make, sign, acknowledge, file and adopt for that purpose the following Articles of Merger and do hereby declare:

ARTICLE I

The Plan of Merger merges Odyssey Computer Solutions, Inc. into InfoSoft, Inc. which will be the surviving corporation.

ARTICLE II

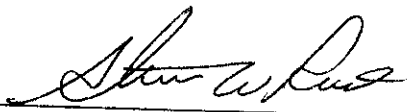
The sole shareholder of Odyssey Computer Solutions, Inc. is InfoSoft, Inc. who voted all issued and outstanding shares in favor of the merger.

ARTICLE III

The effective date of the merger shall be the date when a certificate of merger is filed with the Idaho Secretary of State's Office.

IN WITNESS WHEREOF, We have hereunto set our hands and seals to this instrument this 1<sup>st</sup> day of April, 2005.

INFOSOFT, INC.

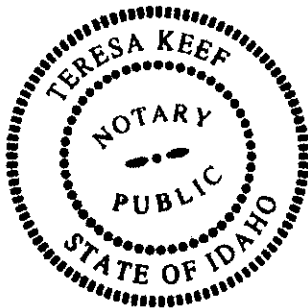
By:   
Steven W. Rust, President

C 130073

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 1<sup>st</sup> day of April, in the year 2005, before me, Teresa Keef, a Notary Public in and for said State, personally appeared STEVEN W. RUST, known or identified to me to be the President of InfoSoft, Inc., the sole shareholder of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Teresa Keef  
Notary Public for Idaho  
Residence: Boise  
Commission Expires: 1/1/06

05 APR -4 PM 4:09

SECRETARY OF STATE  
STATE OF IDAHO

**AGREEMENT AND PLAN OF MERGER  
OF  
INFOSOFT, INC.  
AND  
ODYSSEY COMPUTER SOLUTIONS, INC.**

This Agreement And Plan Of Merger (hereinafter referred to as "Agreement") is made and entered into effective the 1<sup>st</sup> day of April, 2005, by and between INFOSOFT, INC., an Idaho corporation (hereinafter referred to as "InfoSoft"), and ODYSSEY COMPUTER SOLUTIONS, INC., an Idaho corporation (hereinafter referred to as "Odyssey").

**WITNESSETH:**

WHEREAS, InfoSoft was incorporated in the State of Idaho on October 24, 1995, and Odyssey was incorporated in the State of Idaho on August 16, 1999; and

WHEREAS, each of the corporations have, subject to approval by their respective shareholders, adopted this Plan of Merger as set forth in this Agreement and the corporations and their respective Boards of Directors deem it advisable and in the best interest of each of the corporations that Odyssey be merged into InfoSoft.

NOW THEREFORE, the corporations and their shareholders do hereby agree to the merger of Odyssey into InfoSoft on the terms and conditions herein provided as follows:

1. The names of the two corporations are InfoSoft, Inc., and Odyssey Computer Solutions, Inc., and the surviving company shall be InfoSoft, Inc.
2. InfoSoft owns all of the issued and outstanding capital stock of Odyssey and there are no classes of issued stock of either corporation and therefore pursuant to Idaho Code Section 30-1-1104, the Boards of Directors of the two corporations hereby agree to merge Odyssey into InfoSoft.
3. The manner and basis of converting the shares of the subsidiary shall be that on the effective date of the merger, all of the outstanding shares of stock in Odyssey shall be surrendered and canceled. The shares of common stock of InfoSoft, whether authorized or issued on the effective date of the merger, shall not be converted, exchanged, or otherwise effected as a result of the merger and no new shares of stock shall be issued by reason of this merger.

4. Odyssey hereby warrants and represents to InfoSoft that it has taken no action or omitted to take any action which would in any way jeopardize InfoSoft's S election.
5. Upon the foregoing merger being completed, the shareholders of InfoSoft shall be as follows: Steven W. Rust - forty-five (45%) percent, Brian Johnson - thirty-five (35%) percent, and Adam Fuhriman - twenty (20%) percent.
6. A copy of this plan of merger has been sent to the sole shareholder and the sole shareholder being InfoSoft hereby consents to the merger and waives all further mailing requirements described in Idaho Code Section 30-1-1104.
7. There are no amendments to the Articles of Incorporation of InfoSoft. The Articles of Incorporation of InfoSoft as the surviving corporation shall remain in full force and effect as written after the effective date of this merger.
8. The Bylaws of InfoSoft shall continue to be its Bylaws following the effective date of the merger.
9. The officers and directors of the surviving Corporation, InfoSoft, on and after the date of the merger shall be as follows:


President:	Steven W. Rust
Secretary:	Brian Johnson
Treasurer:	Adam Fuhriman
Board of Directors:	Steven W. Rust
	Brian Johnson
	Adam Fuhriman
	Scott Hayes
	John Sommerwerck
10. The Board of Directors of InfoSoft and Odyssey hereby declare that this transaction qualify as a reorganization by statutory merger known as a "Type A Reorganization" and shall be completed in a tax-free manner and all of the terms, conditions, and restrictions herein shall be construed to achieve such a result, all in accordance with the Internal Revenue Code now in effect.
11. On the effective date of the merger, the separate existence of Odyssey shall cease and InfoSoft shall succeed to all of the rights, privileges, immunities, and franchises and all of the property, real, personal, and mixed of Odyssey without the necessity of any

separate transfer. InfoSoft shall thereafter be responsible and liable for all of the liabilities and obligations of Odyssey and neither the rights of creditors nor any liens on the property of Odyssey shall be impaired by the merger.

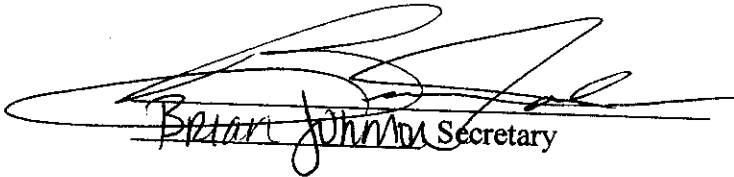
12. From time to time, as and when requested by either corporation, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as either corporation, or its successors or assigns, may deem necessary or desirable in order to vest in or confirm in InfoSoft, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purpose of this Agreement.
13. In exercising their rights under this Agreement, each of the corporations may act by its Board of Directors and Officers, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholder of the corporations.
14. The effective date of the merger shall be the date when a certificate of merger is filed with the Idaho Secretary of State's Office.
15. Anything to the contrary herein notwithstanding, if the Board of Directors of InfoSoft and Odyssey should determine either before or after any meeting that the merger should not continue, then the Board of Directors of the two corporations may abandon the merger by directing the officers of the corporations to refrain from executing or filing this Agreement of merger and thereupon this Agreement shall be void and of no further force and effect.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by joint resolution of the shareholders of the Boards of Directors of each corporation, is hereby executed on behalf of each of the corporations by their respective officers hereunto duly authorized.

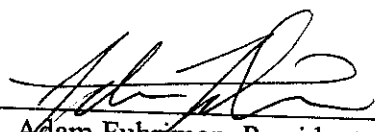
INFOSOFT, INC.

By:   
Steven W. Rust, President

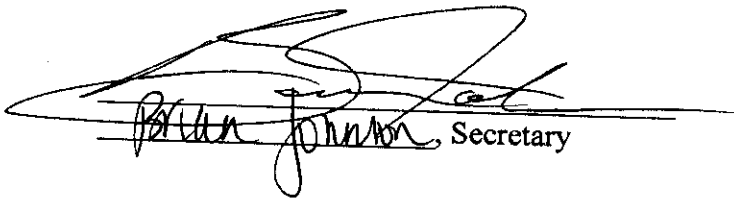
ATTEST:

  
Brian Johnson Secretary

ODYSSEY COMPUTER SOLUTIONS, INC.

By:   
Adam Fuhrman, President

ATTEST:

  
Brian Johnson Secretary