

FILED EFFECTIVE

06 MAY 11 *pm 3:30*

SECRETARY OF STATE
STATE OF IDAHO

**ARTICLES OF MERGER
MERGING
PRONTO ACQUISITION CORPORATION
INTO
PROCLARITY CORPORATION**

Pursuant to Section 30-1-1105 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

FIRST: The name and jurisdiction of the surviving corporation ("**Surviving Corporation**") in the merger is:

PROCLARITY CORPORATION, an Idaho Corporation
File No. C 118688

SECOND: The name and jurisdiction of the merging corporation ("**Merging Corporation**") in the merger is:

PRONTO ACQUISITION CORPORATION, an Idaho Corporation
File No. C 165982

THIRD: On the Effective Date (as defined below), Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease (the "Merger"). Surviving Corporation is the surviving corporation of the Merger. A copy of the Plan of Merger (the "**Plan of Merger**") is attached hereto as **Exhibit A** and made a part hereof by reference as if fully set forth herein.

FOURTH: The Plan of Merger summarizes the Agreement and Plan of Merger, dated as of March 31, 2006, among Microsoft Corporation, a Washington corporation, Merging Corporation, Surviving Corporation, Robert Lokken, Philip Bradley, David Hallmen, Clay Young, Russell Whitney and the Shareholders' Representative (the "Merger Agreement"). The Merger Agreement was adopted by the Surviving Corporation and the Merging Corporation in the following manner:

(a) The Merger Agreement was approved by resolution adopted by the boards of directors of the Surviving Corporation and the Merging Corporation.

(b) The Merger Agreement was approved by the sole shareholder of Merging Corporation.

(c) The Merger Agreement was approved by the shareholders of Surviving Corporation holding greater than a majority of the voting power of the shares of its Common Stock and Series A Preferred Stock outstanding, voting together as a single class, and the shareholders of Surviving Corporation holding greater than a majority of the shares of its Series

IDAHO SECRETARY OF STATE
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B Preferred Stock outstanding, voting as a separate class. The number of undisputed votes cast for the Merger Agreement, as set forth immediately above for each voting group, was sufficient for approval by that voting group.

FIFTH: The merger shall become effective (the "Effective Date") on the date the Articles of Merger are filed with the Idaho Secretary of State.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE - ARTICLES OF MERGER

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of the 11 day of May, 2006.

PRONTO ACQUISITION CORPORATION

PROCLARITY CORPORATION

By 

By _____

Name KEITH DOLLIVER

Name _____

Title PRESIDENT

Title _____

SIGNATURE PAGE - ARTICLES OF MERGER

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of the 11 day of May, 2006.

PRONTO ACQUISITION CORPORATION

PROCLARITY CORPORATION

By _____

By Philip A Bradley

Name _____

Name Philip A Bradley

Title _____

Title CFO

EXHIBIT A
PLAN OF MERGER
BETWEEN
PRONTO ACQUISITION CORPORATION
AND
PROCLARITY CORPORATION

This Plan of Merger is entered into by and among ProClarity Corporation, an Idaho corporation, and Pronto Acquisition Corporation, an Idaho corporation, for the purpose of merging, at the Effective Time (as defined below) Pronto Acquisition Corporation with and into ProClarity Corporation in accordance with the Idaho Business Corporation Act and the following agreements, terms and provisions set forth herein (the "Merger").

1. Parties to Merger and Name of Surviving Corporation. The name and jurisdiction of the surviving corporation is ProClarity Corporation, an Idaho corporation (the "Surviving Corporation"). The name and jurisdiction of the merging corporation is Pronto Acquisition Corporation, an Idaho corporation (the "Merging Corporation", and together with the Surviving Corporation, the "Corporations").
2. Terms and Conditions. The terms and conditions of the Merger, in addition to the terms and conditions set forth herein and in that certain Agreement and Plan of Merger, dated as of March 31, 2006, among Merging Corporation, Microsoft Corporation, a Washington corporation ("Parent"), Surviving Corporation, Robert Lokken, Philip Bradley, David Hallmen, Clay Young, and Russell Whitney, and Philip Bradley as shareholders representative (the "Agreement"), are as follows:
 - (a) At the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation and a wholly-owned subsidiary of Parent.
 - (b) The Merger shall have the effects set forth in Section 30-1-1107 of the Idaho Business Corporation Act (the "IBCA") with respect to a merger.
3. Effective Time. The Merger shall become effective on the date of filing the Articles of Merger with the Idaho Secretary of State ("Effective Time").
4. Manner and Basis of Converting Shares, Options and Warrants. Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of the Surviving Corporation, Merging Corporation, Parent, or any other party to the Agreement, the following actions will occur:

(a) Each share of Merging Corporation's common stock, issued and outstanding immediately prior to the Effective Time, shall be converted into one validly issued, fully paid, and nonassessable share of Surviving Corporation common stock ("Surviving Corporation Common Stock"), with the stock certificate of Merging Corporation evidencing ownership of such share of Surviving Corporation Common Stock;

(b) Each share of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock held by the Surviving Corporation as treasury stock and each share of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock owned directly or indirectly by Surviving Corporation or by any subsidiary of Surviving Corporation shall automatically be canceled and retired and shall cease to exist and no consideration shall be delivered or deliverable in exchange therefor;

(c) Each outstanding share of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock and each vested and unexercised warrant and terminated employee option issued and outstanding immediately prior to the Effective Time (other than dissenting shares, treasury shares, or any shares of Common, Series A Preferred, Series B Preferred, or Series B-1 Preferred Stock owned by the Surviving Corporation or one of its subsidiaries), shall be converted into, or with respect to warrants and terminated employee options, cancelled in exchange for, their respective conversion payment, which shall be calculated as follows:

(i) Each vested and unexercised warrant or terminated employee option shall be cancelled or terminated, with the consent of the holder (if required pursuant to the terms thereof), in exchange for the right to receive an amount equal to the product of (i) that number of shares of the Surviving Corporation Common Stock, no par value per share, for which such warrant or terminated employee option may be exercised, multiplied by (ii) a cash conversion payment minus the exercise price per share of such warrant or terminated employee option. Any applicable withholding taxes shall be withheld from payment of such amount.

(ii) Each share of Surviving Corporation Common, Series A Preferred, Series B Preferred, and Series B-1 Preferred Stock issued and outstanding immediately before the Effective Time shall be converted into the right to receive a cash conversion payment.

(iii) At the Effective Time all outstanding shares of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock shall no longer be outstanding and shall be cancelled and cease to exist, and each certificate previously representing any shares of shares of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock shall represent only the right to receive the applicable cash conversion payment. The amount to which any holders of shares of Common, Series A Preferred, Series B Preferred and Series B-1 Preferred Stock shall be subject to reduction as a result of the deposit of funds with the escrow agent to satisfy certain indemnification claims made in connection with the Agreement.

(d) Each vested and unexercised continuing employee option outstanding as of the Effective Date with an exercise price less than the cash conversion payment amount shall be

converted into a right to receive a nonqualified option granted pursuant to the Parent's stock option plan.

5. Articles of Incorporation of Surviving Corporation. The articles of incorporation of Surviving Corporation shall be amended in their entirety (except as to the name of the Surviving Corporation, which shall remain "ProClarity Corporation") to be the same as the articles of incorporation of Merging Corporation, as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Attachment 1, until later amended in accordance with the IBCA.

6. Bylaws of Surviving Corporation. The bylaws of Surviving Corporation shall be amended and restated in their entirety to be the same as the bylaws of the Merging Corporation, as in effect immediately prior to the Effective Time, until later amended in accordance with the provisions thereof, the articles of incorporation and the IBCA.

7. Officers of Surviving Corporation. The directors and officers of the Merging Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation in each case until their respective successors shall have been duly elected, designated, or qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws.

8. Approval. The Merger has previously been submitted to and approved by the Corporation's respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.

9. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

10. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Idaho. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.