

Filed at the Request of:  
Saber Capital, Inc.  
400 Benjamin Lane  
Boise, Idaho 83704

Space for Secretary of State's Use

AFTER FILING MAIL TO:  
Melanie G. Rubocki, Esq.  
HOLLAND & HART LLP  
101 S. Capitol Blvd., Suite 1400  
Boise, Idaho 83702

FILED EFFECTIVE

ARTICLES OF MERGER

OF

SABER CAPITAL, INC.  
(an Idaho corporation)

WITH AND INTO

AMPRO COMPUTERS, INC.  
(a California corporation)

FILED IN  
STATE OF IDAHO  
MAY 13 PM 4:16

Pursuant to Section 30-1-1105 of the Idaho Business Corporation Act and the California Corporate Code, the undersigned adopt the following Articles of Merger for the purpose of merging Saber Capital, Inc., an Idaho corporation ("Saber") with and into Ampro Computers, Inc., a California corporation ("Ampro"):

1. The Plan and Agreement of Merger, dated March 1, 2003 (the "Plan"), merging Saber with and into Ampro, substantially in the form attached hereto as **Exhibit A** and by this reference incorporated herein, was approved by the unanimous consent of the boards of directors and the shareholders of each of the undersigned entities in the manner prescribed by the Idaho Business Corporation Act and the California Corporate Code. The Plan is on file at the place of business of Ampro. A copy of the Plan will be furnished on request, and without cost, to any person holding an interest in either of the undersigned entities.

2. As to each of the undersigned entities, the number and designation of the shares outstanding and entitled to vote on the Plan, are as follows:

IDAHO SECRETARY OF STATE  
03/14/2003 05:00  
CK: 2538 CT: 2105 DH: 668467  
1 @ 30.00 = 30.00 MERGER # 2

C113854

Name of Entity	No. of Shares Outstanding	Class Designation
Saber	1,500,000	Common Stock
Ampro	10,000,000	Common Stock

3. As to each of the undersigned entities, the total number of shares voted for and against the Plan, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against the Plan, respectively, are as follows:

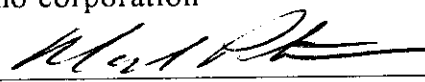
Name of Entity	NUMBER OF SHARES				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Saber	1,500,000		N/A	N/A	N/A
Ampro	10,000,000		N/A	N/A	N/A

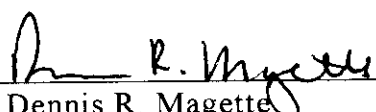
4. The merger of the undersigned entities shall be effective upon the filing of the Certificate of Merger with the California Secretary of State.

5. The name of the surviving entity is Ampro Computers, Inc. and the address of its principal office is 5215 Hellyer Ave., #110, San Jose, California 95138.

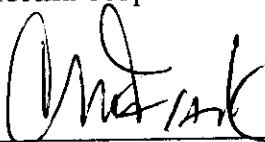
Dated the 12 day of March 2003.

SABER CAPITAL, INC.  
an Idaho corporation

By:   
Mark Peterson  
President and Chief Executive Officer

By:   
Dennis R. Magette  
Executive Vice President and Secretary

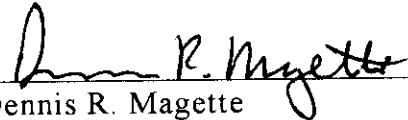
AMPRO COMPUTERS, INC.  
a California corporation

By:   
Charles M. Frank  
Vice President, CFO & COO

By: \_\_\_\_\_  
Dennis R. Magette  
Executive Vice President and Secretary

AMPRO COMPUTERS, INC.  
a California corporation

By: \_\_\_\_\_  
Charles M. Frank  
Vice President, CFO & COO

By:  \_\_\_\_\_  
Dennis R. Magette  
Executive Vice President and Secretary

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

3054627\_2.DOC

# **AGREEMENT AND PLAN OF MERGER**

**OF**

**SABER CAPITAL, INC.**

**WITH AND INTO**

**AMPRO COMPUTERS, INC.**

THIS AGREEMENT AND PLAN OF MERGER dated as of March 12, 2003 (the "Agreement") is by and between **Saber Capital, Inc.**, an Idaho corporation ("Merging Company"), and **Ampro Computers, Inc.**, a California corporation ("Surviving Company"). Surviving Company and Merging Company are sometimes referred to herein as the "Constituent Corporations."

## **RECITALS**

A. Merging Company is a corporation duly organized and existing under the laws of the state of Idaho and has an authorized capital of 40,000,000 shares of common stock, no par value, of which 1,500,000 shares are issued and outstanding to its sole shareholder, Mark R. Peterson ("Sole Shareholder").

B. The Board of Directors of Merging Company has determined that it is in the best interests of Merging Company and its shareholders to down stream merge with and into its subsidiary, Surviving Company. Therefore, Merging Company, by this Agreement, shall merge with and into Surviving Company upon the terms and conditions herein provided (the "Merger").

C. Surviving Company is a corporation duly organized and existing under the laws of the state of California and has an authorized capital of 50,000,000 shares of capital stock, no par value, of which 10,000,000 shares are issued and outstanding. Surviving Company is a wholly-owned subsidiary of Merging Company.

D. The respective shareholders and Boards of Directors of Surviving Company and Merging Company have approved this Agreement.

E. For federal income tax purposes, it is intended that the Merger and the transactions contemplated thereby qualify as a down stream merger under the provisions of Section 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986 as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Surviving Company and Merging Company hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

## 1. MERGER

1.1. **Merger.** In accordance with the provisions of this Agreement, the California Corporations Code (the "California Code") and the Idaho Business Corporation Act (the "Idaho Act"), Merging Company shall be merged with and into Surviving Company, the separate existence of Merging Company shall cease and Surviving Company shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2. **Filing Effectiveness.** The Merger shall become effective on March 12, 2003, after the following actions shall have been completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(b) The following have been filed with the California Secretary of State:

(1) An original, executed Certificate of Merger, together with two copies of the same, meeting the requirements of the California Code;

(2) An original executed Surviving Company Officer's Certificate;

(3) An original executed Merging Company Officer's Certificate;  
and

(4) The requisite filing fee.

(c) The following have been filed with the Idaho Secretary of State:

(1) An original, executed Articles of Merger, together with two copies of the same, meeting the requirements of the Idaho Act; and

(2) The requisite filing fee.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3. **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Merging Company shall cease and Surviving Company, as the Surviving Corporation (i) shall continue to possess all of its assets, rights, power and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Merging Company's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets rights, power and property of Merging Company in the manner as more fully set forth in Section 1107 of

the California Code, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Merging Company in the same manner as if Surviving Company had itself incurred them, all as more fully provided under the applicable provisions of the California Code and the Idaho Act.

## **2. NAME OF SURVIVING CORPORATION, CHARTER DOCUMENTS, DIRECTORS AND OFFICERS**

2.1. **Name.** The name of the Surviving Corporation shall be Ampro Computers, Inc.

2.2. **Articles of Incorporation.** The Articles of Incorporation of Surviving Company as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3. **Bylaws.** The Bylaws of Surviving Company as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.4. **Directors and Officers.** The directors and officers of Surviving Company immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## **3. MANNER OF CONVERSION OF STOCK**

3.1. **Merging Company Common Stock.** Upon the Effective Date of the Merger, each share of Merging Company Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the Sole Shareholder or any other person, be converted into and exchanged for [6.667] fully paid and nonassessable shares of Common Stock, no par value, of the Surviving Corporation. In the aggregate, Sole Shareholder shall receive [10,000,000] shares of Surviving Company in exchange for his 1,500,000 shares of Merging Company.

3.2. **Surviving Company Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock of Surviving Company issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Merging Company, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3. **Exchange of Certificates.** After the Effective Date of the Merger, the holder of the outstanding certificate representing shares of Merging Company Common Stock may, at such shareholder's option, surrender the same for cancellation to the Surviving Corporation and such holder shall be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Merging Company Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Merging Company Common Stock were converted in the Merger.

3.4. **Rights.** The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

#### 4. GENERAL

4.1. **Covenants of Merging Company.** Merging Company covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File any and all documents with the appropriate tax authority of the state of Idaho necessary for the assumption by Surviving Company of all of the corporate and/or franchise tax liabilities of Merging Company; and

(b) Take such other actions as may be required by the Idaho Act.

4.2. **Further Assurances.** From time to time, as and when required by Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of Merging Company such deeds and other instruments, and there shall be taken or caused to be taken by Surviving Company and Merging Company such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merging Company and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Company are fully authorized in the name and on behalf of Merging Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3. **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Boards of Directors of Merging Company and Surviving Company,

notwithstanding the approval of this Agreement by the shareholders of Merging Company or by the shareholders of Surviving Company, or by both.

4.4. **Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or a certificate in lieu thereof) with the Secretaries of State of the states of California and Idaho, provided that such amendment shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5. **Registered Office.** The registered office of the Surviving Corporation in the state of California is located at 5215 Hellyer Avenue, #110, San Jose, California, 95138, and Charles M. Frank is the registered agent of the Surviving Corporation at such address.

4.6. **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5215 Hellyer Avenue, #110, San Jose, California, 95138, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7. **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the state of California and, so far as applicable, the merger provisions of the California Code.

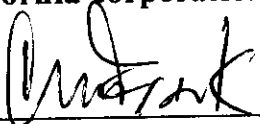
4.8. **Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Surviving Company and Merging Company, is hereby executed on behalf of each such two corporations and attested by their respective officers thereunto duly authorized.

**SURVIVING COMPANY:**

**Ampro Computers, Inc.**  
**a California corporation**

By:   
Charles M Frank  
Vice President, CFO and COO

By: \_\_\_\_\_  
Dennis R. Magette  
Executive Vice President & Secretary

**MERGING COMPANY:**

**Saber Capital, Inc.**  
**an Idaho corporation**

By: \_\_\_\_\_  
Mark R. Peterson  
President and CEO

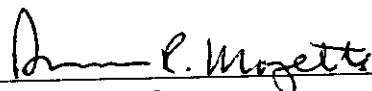
By: \_\_\_\_\_  
Dennis R. Magette  
Executive Vice President & Secretary

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Surviving Company and Merging Company, is hereby executed on behalf of each such two corporations and attested by their respective officers thereunto duly authorized.

**SURVIVING COMPANY:**

**Ampro Computers, Inc.**  
**a California corporation**

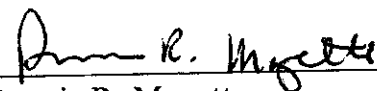
By: \_\_\_\_\_  
Charles M Frank  
Vice President, CFO and COO

By:   
Dennis R. Magette  
Executive Vice President & Secretary

**MERGING COMPANY:**

**Saber Capital, Inc.**  
**an Idaho corporation**

By:   
Mark R. Peterson  
President and CEO

By:   
Dennis R. Magette  
Executive Vice President & Secretary