

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of LIFESTREAM DIAGNOSTICS, INC., an Idaho corporation, into LIFESTREAM DIAGNOSTICS, INC., a Delaware corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of Merger.

Dated December 24, 1990.



Pete T. Cenarrusa
SECRETARY OF STATE

Timothy J. Clark
Corporation Clerk

CERTIFICATE OF MERGER

OF

LIFESTREAM DIAGNOSTICS, INC.
AN IDAHO CORPORATION

INTO

LIFESTREAM DIAGNOSTICS, INC.

DEC 24 11 19 AM '90
SECRETARY OF STATE

The undersigned corporation does hereby certify:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Lifestream Diagnostics, Inc.	Idaho
Lifestream Diagnostics, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger (the "Merger Agreement") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection(c) of Section 252 of the General Corporation Law of the State of Delaware and that the effective time of the merger shall be noon eastern standard time on the day on which this Certificate is filed with the Secretary of State of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is Lifestream Diagnostics, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of Lifestream Diagnostics, Inc., a Delaware corporation, shall be the certificate of incorporation of the surviving corporation.

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 1500 Dover Highway, Suite 200, P.O. Box 1929, Sandpoint, ID 83864.

SIXTH: That a copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the authorized capital stock of Lifestream Diagnostics, Inc., a Delaware corporation, is 1,000,000 shares of Common Stock, \$.001 par value.

Executed in Sandpoint, Idaho on December 14, 1990.

LIFESTREAM DIAGNOSTICS, INC.
a Delaware corporation

By: Juan A. Benitez
Juan A. Benitez, President

ATTEST:

Leslie A. Gill
Leslie A. Gill, Secretary

LIFESTREAM DIAGNOSTICS, INC.

(Idaho Corporation)

OFFICERS' CERTIFICATE

Christopher T. Maus and Albert Gale certify that:

1. They are the President and the Secretary, respectively, of Lifestream Diagnostics, Inc., a corporation organized under the laws of the State of Idaho.

2. The corporation has authorized one class of stock, designated "Common Stock".

3. There are 570,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and unanimously by the vote of shares of Common Stock (which equaled or exceeded the vote required).

5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock as of the Record Date.

6. Christopher T. Maus and Albert Gale further declare under penalty of perjury under the laws of the State of Idaho that each has read the foregoing certificates and knows the contents thereof and that the same is true of their own knowledge.

Executed in Sandpoint, Idaho on December 14, 1990.



Christopher T. Maus



Albert Gale

The undersigned declare under penalty of perjury that the matters set forth in the foregoing Officers' Certificate are true and correct of his own knowledge.

Executed at Sandpoint, Idaho on December 21, 1990.

Christopher T. Maus
Christopher T. Maus

STATE OF IDAHO)
COUNTY OF Bonner) ss:

Subscribed and sworn to before me by Christopher T. Maus
as the above named officer of Lifestream Diagnostics, Inc. on the
21st day of December 1990.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 4/9/96

Sydney L. Gutierrez
Notary Public

LIFESTREAM DIAGNOSTICS, INC.
(Surviving Corporation)
OFFICERS' CERTIFICATE

Juan A. Benitez and Leslie A. Gill certify that:

1. They are the President and the Secretary, respectively, of Lifestream Diagnostics, Inc., a corporation organized under the laws of the State of Delaware.

2. The corporation has authorized one class of stock, designated "Common Stock".

3. There are 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and unanimously by the vote of shares of Common Stock (which equaled or exceeded the vote required).

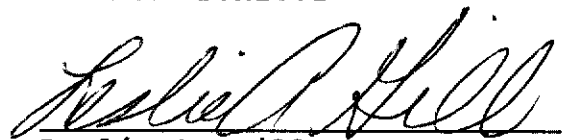
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock as of the Record Date.

6. Juan A. Benitez and Leslie A. Gill further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificates and knows the contents thereof and that the same is true of their own knowledge.

Executed in Sandpoint, Idaho on December 14, 1990.



Juan A. Benitez



Leslie A. Gill

DEC 20 10 06 AM '90
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER
OF LIFESTREAM DIAGNOSTICS, INC. A DELAWARE CORPORATION
AND
LIFESTREAM DIAGNOSTICS, INC.
AN IDAHO CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 14, 1990 (the "Agreement") is between Lifestream Diagnostics, Inc., a Delaware corporation ("Lifestream Delaware") and Lifestream Diagnostics, Inc., an Idaho corporation ("Lifestream Idaho"). Lifestream Delaware and Lifestream Idaho are sometimes referred to herein as the "Constituent Corporations."

RECITALS:

A. Lifestream Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 1,000,000 shares, all of which shares are designated Common Stock, \$.001 par value, 100 shares of which are outstanding and held by Lifestream Idaho.

B. Lifestream Idaho is a corporation duly organized and existing under the laws of the State of Idaho and has an authorized capital of 1,000,000 shares, all of which are designated Common Shares, \$1.00 par value, of which 570,000 shares were issued and outstanding as of December 14, 1990.

C. The Board of Directors of Lifestream Idaho has determined that, for the purpose of effecting the reincorporation of Lifestream Idaho in the State of Delaware, it is advisable that Lifestream Idaho merge with and into Lifestream Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Lifestream Delaware and Lifestream Idaho have approved this Agreement and the Boards of Directors of Lifestream Delaware and Lifestream Idaho have directed that this Agreement be submitted to a vote of their shareholders.

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

I.

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Idaho General Business Corporation Law, Lifestream Idaho shall be merged with and into Lifestream Delaware (the "Merger") and Lifestream Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Lifestream Diagnostics, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Idaho General Business Corporation Law;

(b) 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;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger meeting the requirements of the Idaho General Business Corporation Law shall have been filed with the Secretary of State of the State of Idaho.

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

1.3 Certificate of Incorporation. The Certificate of Incorporation of Lifestream Delaware as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.4 Bylaws. The Bylaws of Lifestream Delaware as in effect immediately prior to the Effective Date of 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.

1.5 Directors and Officers. The directors and officers of Lifestream Delaware immediately prior to the Effective Date of Merger shall be the directors and officers of the Surviving

Corporation until their successors shall have been elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation and the Bylaws of the Surviving Corporation.

1.6 Effect of Merger. Upon the Effective Date of Merger, the separate existence of Lifestream Idaho shall cease and Lifestream Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of Merger, shall be subject to all actions previously taken by the Lifestream Idaho Board of Directors and shall succeed, without other transfer, to all of the assets, rights, powers and property of Lifestream Idaho in the manner of and as more fully set forth in Section 259 of the Delaware General Corporation Law, and (ii) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the effective Date of Merger and shall succeed, without other transfer, to all of the debts, liabilities and obligations of Lifestream Idaho in the same manner as if Lifestream Delaware had itself incurred them, all more fully provided under the applicable provisions of the Delaware General Corporation Law and the Idaho General Business Corporation Law.

II.

MANNER OF CONVERSION OF STOCK

2.1 Lifestream Idaho Common Stock. Upon the Effective Date of Merger, each share of Common \$1.00 par value, of Lifestream Idaho issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation.

2.2 Lifestream Delaware Common Stock. Upon the Effective Date of Merger, each share of Common Stock, \$.001 par value, of Lifestream Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

2.3 Exchange of Certificates. After the Effective Date of Merger, each holder of an outstanding certificate representing shares of Lifestream Idaho Common Stock may at such shareholder's option surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor 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 Lifestream Idaho 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 Lifestream Idaho Common Stock were converted in the Merger.

The registered owner on the books and records of Lifestream Idaho 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 the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Lifestream Idaho so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Lifestream Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Surviving Corporation any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Lifestream Delaware that such tax has been paid or is not payable.

III.

GENERAL

3.1 Covenant's of Lifestream Delaware. Lifestream Delaware covenants and agrees that it will, on or before the Effective Date of Merger:

(a) Qualify to do business as a foreign corporation in the State of Idaho and in connection therewith irrevocably appoint the Secretary of State of the State of Idaho as agent for service of process as required under the provisions of Sections 30-1-77 and 30-1-113 of the Idaho General Business Corporation Law.

(b) File any and all documents with the Idaho Franchise

Tax Board necessary to the assumption by Lifestream Delaware of all of the franchise tax liabilities of Lifestream Idaho.

(c) Pay to any and all dissenting shareholders the amount to which each is entitled under the provisions of the Idaho General Business Corporation Law with respect to the rights of dissenting shareholders.

(d) Take such other actions as may be required by the Idaho General Business Corporation Law.

3.2 Abandonment. At any time before the Effective Date of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Lifestream Idaho or Lifestream Delaware or both, notwithstanding the approval of this Agreement by the shareholders of Lifestream Idaho or the shareholders of Lifestream Delaware or both.

3.3 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 Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of the agreement by the shareholders of either Constituent Corporation 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 Certificate of Incorporation of the Surviving Corporation to be effected by the merger or consolidation, 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 or series thereof of such Constituent Corporation.

3.4 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

3.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1500 Dover Highway, Suite 200, P.O. Box 1929, Sandpoint, Idaho 83864 and copies thereof will be furnished to any shareholder of each Constituent Corporation, upon request and without cost.

3.6 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 Delaware, and, so far as applicable,

the merger provisions of the Idaho General Business Corporation Law.

3.7 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.

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

LIFESTREAM DIAGNOSTICS, INC.
a Delaware corporation

By: Juan A. Benitez
Juan A. Benitez, President

ATTEST:

Leslie A. Gill
Leslie A. Gill, Secretary

LIFESTREAM DIAGNOSTICS, INC.
an Idaho corporation

By: Christopher T. Maus
Christopher T. Maus, President

ATTEST:

Albert Gale
Albert Gale, Secretary