

# State of Idaho

## Department of State

### CERTIFICATE OF MERGER

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Merger of PANACEAN INFO ARCHITECTURES, INC., a California corporation, into PANACEAN SYSTEMS, INC., an Idaho corporation, duly executed 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: May 6, 1997



*Pete T. Cenarrusa*  
SECRETARY OF STATE  
By *Kathy J Clark*

## ARTICLES OF MERGER

af

PANACEAN INFO ARCHITECTURES, INC.  
a California corporation

into

**PANACEAN SYSTEMS, INC.**  
an Idaho corporation

Pursuant to the general corporation law of California and the Idaho Business Corporation Act, Panacean Info Architectures, Inc., a California corporation ("Panacean California"), and Panacean Systems, Inc., an Idaho corporation ("Panacean Idaho"), adopt the following articles of merger for the purpose of merging Panacean California into Panacean Idaho.

1. The attached Plan and Agreement of Merger was adopted and approved by the directors and shareholders of Panacean California and Panacean Idaho as prescribed by the laws of the states of California and Idaho.

2. On April 9, 1997, the board of directors of Panacean California adopted the attached Plan and Agreement of Merger. On April 9, 1997, there were 7,250 outstanding shares of Panacean California. The number of shares voted in favor of the merger was 7,250. The number of shares voted against the merger was 0. There were no shares of any class that were entitled to vote as a class.

3. On April 8, 1997, the board of directors of Panacean Idaho adopted the attached Plan and Agreement of Merger. On April 8, 1997, there were 100 shares outstanding of Panacean Idaho. The number of shares voted in favor of the merger was 100. The number of shares voted against the merger was 0. There were no shares of any class entitled to vote as a class.

DATED this 8th day of April, 1997.

**PANACEAN INFO ARCHITECTURES, INC., a  
California Corporation**

By: Paula A. Tuer  
L. P. #11

By: John K. Powell  
Its Secretary

PANACEAN SYSTEMS, INC., an Idaho  
Corporation

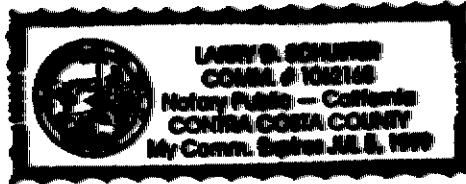
By: Paul A. Tauer  
Its President

By: Cheri K. Tower  
Its Secretary

STATE OF Calif )  
                          ) ss.  
County of Contra Costa)

On this 8th day of April, 1997, before me, a notary public in and for said county and state, personally appeared Paul Tower, known to me to be the president of Panacean Info Architectures, Inc., the corporation that executed the foregoing 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.

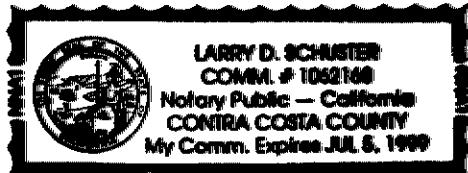


*Larry D. Schuster*  
NOTARY PUBLIC FOR State of Calif  
Residing at 1135 B Arnold Dr, Martinez, CA 94533  
My Commission Expires July 5, 1999

STATE OF Calif )  
                          ) ss.  
County of Contra Costa)

On this 8th day of April, 1997, before me, a notary public in and for said county and state, personally appeared Paul Tower, known to me to be the president of Panacean Systems, Inc., the corporation that executed the foregoing 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.



*Larry D. Schuster*  
NOTARY PUBLIC FOR State of Calif  
Residing at 1135 B Arnold Dr, Martinez, CA 94533  
My Commission Expires July 5, 1999

## PLAN AND AGREEMENT OF MERGER

Between

### PANACEAN SYSTEMS, INC.

An Idaho Corporation  
(The Surviving Corporation)

And

### PANACEAN INFO ARCHITECTURES, INC.

A California Corporation  
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, dated April 8, 1997, between **PANACEAN SYSTEMS, INC.**, an Idaho corporation (hereafter referred to as "Panacean") and sometimes referred to as the "Surviving Corporation"), and **PANACEAN INFO ARCHITECTURES, INC.**, a California corporation (hereinafter referred to as the "Merging Corporation), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

#### FIRST

##### Recitals

Panacean is validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of California.

Panacean has authorized capital of 1,000 shares of common stock having no par value, of which on the 8th day of April, 1997, 100 shares were issued and outstanding. No shares were subject to stock options held by officers or other employees.

The Merging Corporation has an authorized capital of 7,250 shares of common stock having a par value of \$1.00 per share, of which on the 8th day of April, 1997, 7,250 shares were issued and outstanding. No shares were subject to stock options held by officers or other employees.

The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of their respective corporations and stockholders that the Merging

Corporation merge into Panacean in accordance with the pertinent statutes of the State of Idaho and the State of California, and have entered into this Plan and Agreement of Merger in connection with the merger.

## SECOND

### Agreement of Merger

The Constituent Corporations agree to merge into a single corporation which shall be Panacean Systems, Inc., an Idaho corporation. The corporations agree to the following provisions which prescribe the terms and conditions of the merger, the mode of carrying it into effect, and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth.

On the effective date of the merger, the Merging Corporation shall be merged with and into Panacean, and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named Panacean Systems, Inc., an Idaho corporation, which shall be the Surviving Corporation.

## THIRD

### Articles of Incorporation of the Surviving Corporation

The Articles of Incorporation of Panacean shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the corporation laws of the State of Idaho.

## FOURTH

### Bylaws of Surviving Corporation

The Bylaws of Panacean in effect immediately prior to the effective date of the merger shall continue to be the Bylaws of the Surviving Corporation, until altered or repealed in the manner provided by the corporation laws of the State of Idaho.

## FIFTH

### Directors and Officers of Surviving Corporation

The directors and officers of Panacean immediately prior to the effective date of the merger shall continue to be the directors and officers of the Surviving Corporation, to hold

office for the terms specified in the Bylaws of the Surviving Corporation and until their respective successors are duly elected and qualified.

## SIXTH

### Manner and Basis of Conversion of Shares

The treatment of the shares of the Merging Corporation and the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation shall be as follows:

1. Every fifty (50) shares of common stock of the Merging Corporation which were issued and outstanding immediately prior to the effective date of the merger shall be entitled to be converted and exchanged as a result of the merger for one share of common stock in Panacean, and shall continue to be a fully paid and nonassessable share of the Surviving Corporation's common stock.

2. After the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by the Merging Corporation (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Idaho and except for those certificates, if any, representing shares held by Panacean on the effective date of the merger) shall be entitled to receive new certificates for the number of shares of common stock of the Surviving Corporation to which he is entitled.

3. On the effective date of the merger, any shares of common stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by Panacean, shall be canceled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

4. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the corporation laws of the State of Idaho with respect to the rights of dissenting shareholders.

## SEVENTH

### Effect of Merger

On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges and powers of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and

all of the singular rights, privileges and powers of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and 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; provided, however, that all of the creditor claims and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations, 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 said debts, liabilities, obligations, and duties had been incurred or contracted by it.

If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes, the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

## EIGHTH

### Accounting and Stated Capital

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made under generally accepted accounting principles, the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations.

## NINTH

### Indemnification

Panacean confirms and agrees that following the effective date of the merger, each present and former officer and director of the Merging Corporation who was serving as such on the date of this Agreement or prior thereto shall be indemnified to the fullest extent permitted by the law against any expenses (including reasonable attorney fees), judgments, fines and amounts

paid in settlement, reasonably incurred, in respect of any actual or threatened claim, action, suit or proceeding, including payment of such officer's or director's reasonable expenses of defense in advance of final disposition of the matter. Nothing herein contained shall be deemed to preclude the Merging Corporation prior to the effective date of the merger from extending indemnification to present and former officers and directors of the Merging Corporation to the fullest extent permitted by law.

## TENTH

### Abandonment

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either Panacean or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of any one of the following events;

1. If the merger fails to obtain the requisite vote of the stockholders of Panacean or of the stockholders of the Merging Corporation; or
2. If, in the judgment of the Board of Directors of Panacean or of the Merging Corporation, the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the corporation law of the State of Idaho; or
3. Tax advisors for the Constituent Corporations issue an opinion that this Plan and Agreement of Merger will cause either the Merging or Surviving Corporation or their respective shareholders to incur federal income tax liability as a result of this Agreement.

## ELEVENTH

### Representations and Warranties

Panacean and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

TWELFTH

Effective Date

This Plan and Agreement of Merger shall become effective immediately upon the compliance with the laws of the States of Idaho and California.

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto the 8<sup>th</sup> day of April, 1997.

PANACEAN SYSTEMS, INC.  
An Idaho Corporation

By Pane a. Towe  
Its President

ATTEST:

John K. Towe  
Secretary

PANACEAN INFO ARCHITECTURES, INC.  
A California Corporation

By Pane a. Towe  
Its President

ATTEST: Pane Towe

John K. Towe  
Secretary