

81963-a

# State of Idaho



## CERTIFICATE OF AMENDMENT OF

PROFESSIONAL SOFTWARE SYSTEMS, INC.

I PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby, certify that  
duplicate originals of Articles of Amendment to the Articles of Incorporation of \_\_\_\_\_

PROFESSIONAL SOFTWARE SYSTEMS, INC.

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  
Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles  
of Amendment.

Dated \_\_\_\_\_ October 19 , 19 90

*Pete T. Cenarrusa*

SECRETARY OF STATE

Corporation Clerk



RECEIVED  
SEC. OF STATE  
90 OCT 19 AM 9 01

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ARTICLES OF AMENDMENT  
OF  
PROFESSIONAL SOFTWARE SYSTEMS, Inc.,  
an Idaho Corporation

The undersigned, as Directors of Professional Software Systems, Inc., an Idaho Corporation, pursuant to actions taken as authorized by Idaho Code 30-1-59, hereby certify the following Articles of Amendment to the Articles of Incorporation of Professional Software Systems, Inc., have been effected by Resolution of the Board of Directors, and affirmative unanimous vote of the shareholder of said Corporation, all pursuant to Idaho Code 30-1-59 and that said amendments are as follows:

TENTH  
PROVISIONS FOR REGULATION OF THE  
INTERNAL AFFAIRS OF THE CORPORATION

SECTION 10.01 BYLAWS. The initial Bylaws shall be adopted by the Board of Directors. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with the Code or these ARTICLES OF INCORPORATION.

SECTION 10.02. TRANSACTIONS IN WHICH DIRECTORS HAVE AN INTEREST. Any contract or other transaction between the Corporation and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the Corporation and any Corporation or association of which one or more of its directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of the director or directors at the meeting of the Board of Directors of the Corporation that acts upon, or in reference to, the contract or transaction, and notwithstanding his or their participation in the action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize or ratify the contract or transaction, the interested director or directors to be counted in determining whether a quorum is present and to be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it.

SECTION 10.03. INDEMNIFICATION AND RELATED MATTERS.

CLAUSE (a). POWER TO INDEMNIFY-THIRD PARTY ACTIONS. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened,

pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or preceding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, or had reasonable cause to believe that his conduct was unlawful.

CLAUSE (b). POWER TO INDEMNIFY-ACTION BROUGHT IN THE RIGHT OF THE CORPORATION. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, (including attorneys fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

CLAUSE (c). RIGHT OF INDEMNIFICATION. To the extent that a director, officer or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Clauses (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him in connection therewith.

CLAUSE (d). DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION. Any indemnification under Clauses (a) and (b) (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in clauses (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or preceding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

CLAUSE (e). ADVANCEMENT OF EXPENSES. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Clause (d) upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

CLAUSE (f). SAVINGS CLAUSE. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

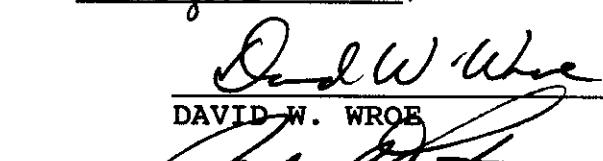
CLAUSE (g). INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation

would have the power to indemnify him against such liability under the provisions of this section.

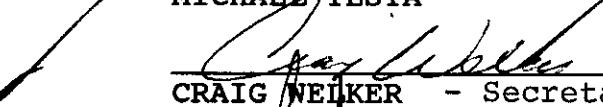
SECTION 10.04. AMENDMENT OF ARTICLES OF INCORPORATION. The Corporation reserves the right to amend the ARTICLES OF INCORPORATION in any manner now or hereafter permitted by the Code, except no amendment shall be made to the FOURTH, FIFTH, and SIXTH Sections of the original Articles of Incorporation without the written consent or affirmative vote of the holders of SIXTY SEVEN PERCENT (67%) of the issued and outstanding shares of Capital Stock.

and further states that the Amendment was so adopted as hereinabove set forth, and the date of adoption of said Amendment by resolution of the Board of Directors as affirmatively voted upon unanimously was the 21st day of August, 1990; that 1,160 shares were issued prior to the adoption of the Articles of Amendment, and were entitled to vote upon the Amendment and did so, unanimously, as recorded in the Minutes of a Special Shareholders Meeting relating thereto, held pursuant to notice as required by the Code; that the Amendment does not provide for an exchange, reclassification or cancellation of issued shares; that said amendment does not effect a change in the amount of stated capital; AND FURTHER STATES that no other Articles of the original Articles of Incorporation are changed or effected other than by the addition of Article TENTH.

DATED the 21st day of August, 1990.

  
DAVID W. WROE

  
MICHAEL TESTA

  
CRAIG WALKER - Secretary

  
KIM SMITH - President

  
GREGORY R. RAINY

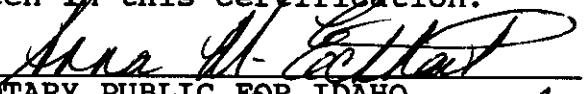
  
JAMES R. HACKBARTH

  
WILLIAM C. COATES

STATE OF IDAHO )  
) ss.  
County of Kootenai)

On this 21st day of August, 1990, before me the undersigned Notary Public, personally appeared CRAIG WELKER, KIM SMITH and GREGORY R. RAINES, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls, Id  
MY COMMISSION EXPIRES: 7-27-93

STATE OF Massachusetts )  
) ss.  
County of Suffolk )

On this 26 day of July, 1990, before me the undersigned Notary Public, personally appeared DAVID W. WROE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

  
NOTARY PUBLIC FOR  
RESIDING AT:  
MY COMMISSION EXPIRES: My Commission Expires June 11, 1993

STATE OF Massachusetts )  
) ss.  
County of Suffolk )

On this 26<sup>th</sup> day of July, 1990, before me the undersigned Notary Public, personally appeared MICHAEL TESTA, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

  
NOTARY PUBLIC FOR  
RESIDING AT:  
MY COMMISSION EXPIRES: My Commission Expires June 11, 1993

STATE OF Massachusetts )  
) ss.  
County of Suffolk )

On this 26<sup>th</sup> day of July, 1990, before me the undersigned Notary Public, personally appeared JAMES R. HACKBARTH, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

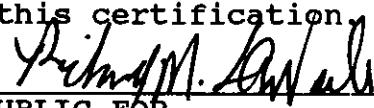
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

  
NOTARY PUBLIC FOR  
RESIDING AT:  
MY COMMISSION EXPIRES: My Commission Expires June 11, 1993

STATE OF Massachusetts )  
County of Suffolk ) ss.

On this 26 day of July, 1990, before me the undersigned Notary Public, personally appeared WILLIAM C. COATES, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

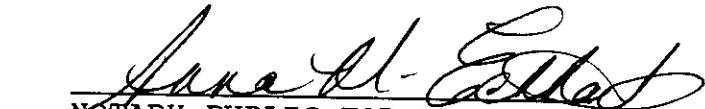
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

  
NOTARY PUBLIC FOR  
RESIDING AT:  
MY COMMISSION EXPIRES:

**VERIFICATION**

STATE OF IDAHO      )  
                        )  
                        ) ss.  
County of Kootenai)

I, Anna M. Eckhart, a notary public for the State of Idaho, do hereby certify that on the 21st day of August, 1990, personally appeared before me KIM SMITH and CRAIG WELKER, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of PROFESSIONAL SOFTWARE SYSTEMS, Inc., an Idaho Corporation, and that they signed the foregoing document as President and Secretary, respectively, of said Corporation, and that the statements therein contained are true.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT: Post Falls  
MY COMMISSION EXPIRES: 7-27-93