

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

duplicate originals of Articles of Merger merging Allstar Knowledge Engineering, Inc., a California corporation, into Allstar Knowledge Engineering, Inc., an Alabama corporation, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging Allstar Knowledge Engineering, Inc. into Allstar Knowledge Engineering, Inc. and attaches hereto a duplicate original of the Articles of Merger.

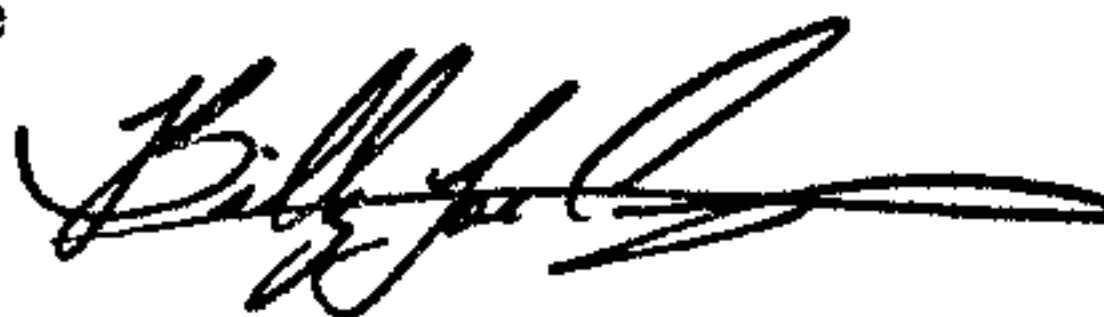
Inst # 1993-00737

01/08/1993-00737
01:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCD 28.00

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

12/28/92

Date



Billy Joe Camp

Secretary of State



Forham & Walden PC
2101 6th Ave No Suite 700
Birmingham, AL 35203

DEC 28 1992

3:45 PM

SECRETARY OF STATE

**ARTICLES OF MERGER OF
ALLSTAR KNOWLEDGE ENGINEERING, A CALIFORNIA CORPORATION
INTO
ALLSTAR KNOWLEDGE ENGINEERING, INC., AN ALABAMA CORPORATION**

The undersigned corporations pursuant to the "Alabama Business Corporation Act", as amended, and the "California Corporation Act", as amended, hereby execute the following Articles of Merger:

ARTICLE I.

The names of the corporations proposing to merge and the names of the States under the law of which such corporations are organized, are as follows:

<u>Name</u>	<u>State</u>
Allstar Knowledge Engineering (hereinafter sometimes referred to as "California Corporation")	California
Allstar Knowledge Engineering, Inc. (hereinafter sometimes referred to as "Alabama Corporation")	Alabama

ARTICLE II.

The laws of the State of Alabama (Section 10-2A-146) and California (Section 1108), permit such merger.

ARTICLE III.

The Alabama corporation shall be the surviving corporation; and, hereafter the name of the Surviving Corporation shall be Allstar Knowledge Engineering, Inc., and it shall be governed by the laws of the State of Alabama.

ARTICLE IV.

The Agreement and Plan of Merger is attached hereto, and the Board of Directors of each corporation has, by resolution adopted by each such Board, approved the plan of merger.

ARTICLE V.

As to the California corporation, the number of shares outstanding (which are all of one class) and entitled to vote are: total number of shares outstanding, one hundred thousand (100,000); total number of shares entitled to vote, one hundred thousand (100,000).

As to the Alabama corporation, the number of shares outstanding (which are all of one class) and entitled to vote are: total number of shares outstanding, one thousand (1,000); total number of shares entitled to vote, one thousand (1,000).

ARTICLE VI.

As to the California corporation, the number of shares voted for and against the plan, respectively, are: total shares voted for, one hundred thousand (100,000), total shares voted against, zero (0).

As to the Alabama corporation, the number of shares voted for and against the plan, respectively, are: total shares voted for, one thousand (1,000); total shares voted against, one thousand (1,000).

ARTICLE VII.

As to the Surviving Corporation, incorporated under the laws of the State of Alabama, the Articles of Incorporation are filed in Shelby County, Alabama.

ARTICLE VIII.

All provisions of the law of the states of Alabama and California applicable to the proposed merger have been complied with.

ARTICLE IX.

It is agreed that, upon and after the issuance of a Certificate of Merger by the Secretary of State of Alabama:

1. The Surviving Corporation may be served with process in the State of California in any proceeding for the enforcement of any obligation of the California corporation and in any proceeding for the enforcement of rights of a dissenting shareholder of the California corporation against the Surviving Corporation.

2. The Secretary of State of California shall be and hereby is irrevocably appointed as the Agent of the Surviving Corporation to accept service of process in any such proceedings identified in the immediately preceding paragraph; the address to which the service of process in any such proceeding shall be mailed is:

William J. Bryant
Gorham & Waldrep, P.C.
2101 6th Avenue North
Suite 700
Birmingham, Alabama 35203

3. The Surviving Corporation will promptly pay to the dissenting shareholders of the California corporation the amount, if any, to which they shall be entitled under the provisions of the California law with respect to the rights of dissenting shareholders; and the shareholders of the California corporation shall be entitled to such other rights under California law, including, without limitation, the provisions of Section 1101, Section 407, Chapter 12, and Chapter 13 of the General Corporation Law of California, to the extent applicable.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles of Merger to be executed in its name by its President or Vice President and Secretary or Assistant Secretary as of the 22nd day of December, 1992.

ALLSTAR KNOWLEDGE ENGINEERING, a
California corporation

By: Bruce Stark
Its President

CORPORATE SEAL

By: Barbara Phelps
Its Secretary

ALLSTAR KNOWLEDGE ENGINEERING, INC.,
an Alabama corporation

By: Bruce Stark
Its President

CORPORATE SEAL

By: Barbara Phelps
Its Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned authority, personally appeared Bruce Stark, as President of Allstar Knowledge Engineering, a California corporation, who being by me first duly sworn, on oath, deposes and says:

I have read and reviewed the above and foregoing; and hereby verify that same is true and correct and that same has been executed by the appropriate officers of Allstar Knowledge

Engineering, a California corporation.

Bruce Stark
x
Bruce Stark

Sworn to and subscribed before me this the 22nd day of
December, 1992.

[Signature]
Notary Public
My Commission Expires: 11-17-96

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned authority, personally appeared
Bruce Stark, as President of Allstar Knowledge Engineering, Inc.,
an Alabama corporation, who being by me first duly sworn, on oath,
deposes and says:

I have read and reviewed the above and foregoing; and hereby
verify that same is true and correct and that same has been
executed by the appropriate officers of Allstar Knowledge
Engineering, Inc., an Alabama corporation.

Bruce Stark
Bruce Stark

Sworn to and subscribed before me this the 22nd day of
December, 1992.

[Signature]
Notary Public
My Commission Expires: 11-17-96

**AGREEMENT AND PLAN OF MERGER BETWEEN
ALLSTAR KNOWLEDGE ENGINEERING, A CALIFORNIA CORPORATION
AND ALLSTAR KNOWLEDGE ENGINEERING, INC., AN ALABAMA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated this the 22nd day of December, 1992, between Allstar Knowledge Engineering, a California corporation, Party of the First Part, and Allstar Knowledge Engineering, Inc., an Alabama corporation, Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the Party of the Second Part is a corporation organized and existing under the laws of the State of Alabama, having been incorporated on the 17th day of December, 1992, in Shelby County, Alabama, with authorized capital stock of two hundred thousand (200,000) shares of common stock of the par value of One and 00/100 Dollars (\$1.00) each (hereinafter called "Common Stock"), of which one thousand (1,000) shares are issued and outstanding; and

WHEREAS, the Party of the First Part is a corporation organized and existing under the laws of California, its charter having been filed on September 5, 1991, in the Office of the Secretary of State of California, with authorized capital stock of two hundred thousand (200,000) shares of common stock with Ten and 00/100 Dollars (\$10.00) par value, of which one hundred thousand (100,000) shares are issued and outstanding;

WHEREAS, the Board of Directors of the Party of the First Part and the Party of the Second Part, respectively, deem it desirable and in the best interest of the corporations and their shareholders that the Party of the First Part be merged into the Party of the Second Part, and the corporations, respectively, desire that they do so merge under and pursuant to the laws of Alabama and California.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. Merger. The merger shall be effective upon the last to occur of the following:

- (a) This agreement shall have been adopted and approved by the affirmative vote of two-thirds of the shares of the common stock of the Party of the First Part and two-thirds of the shares of the common stock of the Party of the Second Part at a joint meeting of the shareholders of the Party of the First Part and

the shareholders of the Party of the Second Part in accordance with the requirements of the laws of Alabama and the laws of California, and that fact shall have been certified hereon by the respective secretaries of each of such corporations; and

- (b) The filing with the Secretary of State of California of (i) the Certificate of Merger issued by the Secretary of State of Alabama and (ii) the Articles of Merger to which this Agreement and Plan of Merger is attached.

Thereupon the Party of the First Part shall be deemed to have merged with and into the Party of the Second Part, which shall survive the merger and which shall have the name provided in paragraph three hereof.

2. Definitions. The single corporation which shall so survive the Merger is hereinafter sometimes called "The Surviving Corporation"; the Party of the First Part and the Party of the Second Part are hereinafter sometimes referred to as the "Constituent Corporations"; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation (as provided in paragraph 1 above) is hereinafter referred to as the "Effective Date of the Merger".

3. The Name and Purposes of the Surviving Corporation. The Party of the Second Part shall be the Surviving Corporation and the name of the Surviving Corporation shall be Allstar Knowledge Engineering, Inc.; the purposes for which the Surviving Corporation shall continue to exist and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of the Party of the Second Part.

4. Articles of Incorporation of Surviving Corporation. On the Effective Date of the Merger, the Articles of Incorporation of the Party of the Second Part shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

5. Bylaws of Surviving Corporation. On the Effective Date of the Merger, the bylaws of the Party of the Second Part shall be the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed or until new bylaws shall be adopted, in accordance with the provisions thereof.

6. Board of Directors of the Surviving Corporation. The Board of Directors of the Surviving Corporation shall be the Directors of the Party of the Second Part as of the Effective Date of the Merger, each of whom shall hold office until the annual meeting of the shareholders of the Surviving Corporation, and until his successor shall have been duly elected and shall have

qualified, or until his earlier death, resignation or removal. The respective names, places of residence and address of said Directors are as follows:

Bruce Stark
3527 Tabora Drive
Antioch, CA 94509

John Alcazar
145 Mallard Pointe Drive
Pelham, AL 35124

Barbara Phelps
3527 Tabora Drive
Antioch, CA 94509

Susan Alcazar
145 Mallard Pointe Drive
Pelham, AL 35124

7. Officers of Surviving Corporation. The principal officers of the Surviving Corporation shall be the principal officers of the Party of the Second Part as of the Effective Date of the Merger, each shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation or removal, and their respective offices, places of residence and post office addresses are as follows:

Bruce Stark - President
3527 Tabora Drive
Antioch, CA 94509

John Alcazar - Vice Pres.
145 Mallard Pointe Drive
Pelham, AL 35124

Barbara Phelps - Secretary/Treasurer
3527 Tabora Drive
Antioch, CA 94509

8. Vacancies of Officers or Directors. The Surviving Corporation may have such officers as shall be provided for in its bylaws. If on the Effective Date of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a Directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the bylaws of the Surviving Corporation.

9. Capital Stock of Surviving Corporation. On the Effective Date of the Merger, the total amount of Capital Stock of the Surviving Corporation authorized, the number of shares outstanding, and the par value of these shares are as follows:

Authorized: two hundred thousand (200,000) shares. Issued and outstanding: one thousand (1,000) shares of common stock (all of the same class) of the par value of One and 00/100 Dollars (\$1.00) per share.

10. Conversion of Outstanding Stock of the Constituent Corporations into Shares of the Surviving Corporation. The manner and basis of converting the shares of each Constituent Corporation

into shares, obligations or other securities of the Surviving Corporation shall be as follows:

Since the shareholders of each Constituent Corporation are the same, holding shares of each corporation in the same proportion, the shares of stock of the Party of the First Part will simply become void and shall be cancelled.

11. Prohibited Actions of Constituent Corporations. Between the date hereof and the Effective Date of the Merger, neither the Party of the First Part or the Party of the Second Part will, except with the prior written consent of the other: (a) issue or sell any stock, bonds or other corporate securities; (b) incur any obligation or liability [absolute or contingent], except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business; (c) discharge or satisfy any lien or encumbrance or pay an obligation or liability [absolute or contingent], other than current liability shown on their respective balance sheets and current liabilities incurred in the ordinary course of business; (d) make any dividends or other payment or distribution to its shareholders or purchase or redeem any shares of its Capital Stock; (e) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance, any of its assets, tangible or intangible; (f) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business; (g) sell, assign or transfer any trademark, trade name, patent or other intangible assets; (h) waive any right of any substantial value; or (i) enter into any transaction other than in the ordinary course of business.

12. Effect of Merger. On the Effective Date of the Merger, the Party of the First Part and the Party of the Second Part shall cease to exist separately and the Party of the First Part shall be merged with and into the Party of the Second Part in accordance with the provisions of this Agreement and in accordance with the provisions of and with the effect provided in Sections 10-2A-145 and 10-2A-146, Code of Alabama (1975), as amended. As provided therein, on the Effective Date of the Merger, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every interest of or belonging to or due to each of the corporations so merged, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein, vested in any such corporations shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the corporations so merged; and any claim existing or action or proceeding pending by

or against any of such corporations may be prosecuted as if such Merger had not taken place, or such Surviving Corporation may be substituted in its place. Neither the rights of the creditors or any lien upon the property of any such corporation shall be impaired by such Merger.

13. Further Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the Party of the First Part will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers and franchises and otherwise, to carry out the intent and purpose of this agreement.

14. Principal Offices. The location of the principal office of the Surviving Corporation shall be at: 145 Mallard Pointe Drive, Pelham, AL 35124.

15. Abandonment of Merger. This Agreement and Plan of Merger may be terminated and the Merger provided for hereby abandoned if, at any time prior to the Effective Date hereof, events or circumstances occur, which in the opinion of a majority the Board of Directors of either Constituent Corporation, renders it inadvisable to consummate the Merger; and this Agreement and Plan of Merger shall not become effective even though previously adopted by the stockholders of the Constituent Corporations as hereinbefore provided. The filing with the Secretaries of State of Alabama and California of the Articles of Merger to which this Agreement and Plan of Merger are attached shall conclusively establish that no action to terminate this Agreement has been taken by the Board of Directors of either Constituent Corporation.

16. Right of Amendment. The Surviving Corporation hereby reserves the right, after the Effective Date of the Merger, to amend, alter, change or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Articles of Incorporation, as from time to time amended; and all rights and powers of whatsoever nature, conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any shareholder, director or officer or any other person are subject to this reservation.

17. Expenses of Merger. The Surviving Corporation shall pay all the expenses of carrying this Agreement into effect and of accomplishing the Merger.

18. Counterparts. For the convenience of the parties and to

facilitate the filing or recording of this Agreement and Plan of Merger, any number of counter parts thereof may be executed, and each such executed counter part shall be deemed to be an original instrument.

IN WITNESS WHEREOF, Allstar Knowledge Engineering, Inc., an Alabama corporation and Allstar Knowledge Engineering, a California corporation, have caused this Agreement and Plan of Merger to be signed, in their corporate names by their respective Presidents or Vice Presidents and their respective Secretaries.

ALLSTAR KNOWLEDGE ENGINEERING, a
California corporation

CORPORATE SEAL

By: Bruce Stark
Its President

By: Barbara Phelps
Its Secretary

ALLSTAR KNOWLEDGE ENGINEERING, INC.,
an Alabama corporation

CORPORATE SEAL

By: Bruce Stark
Its President

By: Barbara Phelps
Its Secretary

**CERTIFICATE OF SECRETARY OF
ALLSTAR KNOWLEDGE ENGINEERING, INC., AN ALABAMA CORPORATION**

I, Barbara Phelps, of the City of Antioch, California, hereby certify that I am the Secretary of Allstar Knowledge Engineering, Inc., an Alabama corporation, incorporated under the laws of the State of Alabama, having its principal office in the State of Alabama at 145 Mallard Pointe Drive, Pelham, AL 35124; that there were 1,000 shares of common stock of such corporation entitled to vote on the merger, constituting all of the outstanding shares of such corporation; that pursuant to action taken by the unanimous written consent of such shareholders the foregoing Agreement and Plan of Merger was approved by such corporation by a vote of shareholders which exceeded the vote required; and that such unanimous written consent was dated as of December 21, 1992.

Done this 22nd day of December, 1992.

Barbara Phelps
Barbara Phelps
Secretary of Allstar Knowledge
Engineering, Inc., an Alabama
corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Barbara Phelps, whose name is signed to the foregoing conveyance as Secretary of Allstar Knowledge Engineering, Inc., and who is known to me acknowledged before me that being informed of the contents herein, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of December, 1992.

[Signature]
Notary Public
My Comm. Expires 11-17-96

**CERTIFICATE OF SECRETARY OF
ALLSTAR KNOWLEDGE ENGINEERING, A CALIFORNIA CORPORATION**

I, Barbara Phelps, of the City of Antioch, California, hereby certify that I am the Secretary of Allstar Knowledge Engineering, a California corporation, incorporated under the laws of the State of California, having its principal office in the State of California at 3527 Tabora Drive, Antioch, California 94509; that there were 100,000 shares of common stock of such corporation entitled to vote on the merger, constituting all of the outstanding shares of such corporation; that pursuant to action taken by the unanimous written consent of such shareholders the foregoing Agreement and Plan of Merger was approved by such corporation by a vote of shareholders which exceeded the vote required; and that such unanimous written consent was dated as of December 21, 1992.

Done this 22nd day of December, 1992.

Barbara Phelps
Barbara Phelps
Secretary of Allstar Knowledge
Engineering, a California
corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Barbara Phelps, whose name is signed to the foregoing conveyance as Secretary of Allstar Knowledge Engineering, and who is known to me acknowledged before me that being informed of the contents herein, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of December, 1992.

[Signature]
Notary Public
My Comm. Expires 11-17-96

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on December 28, 1992

DATE 12-28-92


Secretary of State
Billy Joe Camp



STATE OF ALABAMA
OFFICE OF THE SECRETARY OF STATE

*I hereby certify that this is a true and complete copy of the
document filed in this office on December 28, 1992*

Billy Joe Camp
Secretary of State

12-28-92

Date

Inst # 1993-00737

01/08/1993-00737
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SHELBY COUNTY JUDGE OF PROBATE
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