



**TOPPAN**  
**TOPPAN ELECTRONICS, INC.**

CORPORATE HEADQUARTERS:  
7770 MIRAMAR ROAD, SAN DIEGO, CA 92126  
PHONE: (619) 695-2222 FAX NO: (619) 695-6823

F960000001589

August 19, 1998

200002622932--6  
-08/24/98--01058--017  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

To Whom It May Concern:

Please find enclosed application for doing business in Florida due to a name change. Our company merged with another effective 4/1/98 and we have included a copy of said merger. Also we are enclosing a check for \$35.00 for this amendment. If you have any questions please contact me at (619) 695-2222 ext 153.

Sincerely,

*Priscilla Monger*

Priscilla Monger  
Accounting Manager

**FILED**  
98 NOV -2 AM 10:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

F960000001589  
200002622932  
10/28/98  
11-2-98



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

September 1, 1998

TOPPAN ELECTRONICS, INC.  
7770 MIRAMAR ROAD  
SAN DIEGO, CA 92126

SUBJECT: TOPPAN WEST INC.  
Ref. Number: F96000001589

We have received your document for TOPPAN WEST INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

An original, duly authenticated certificate from the state of incorporation/organization evidencing the amendment, must be submitted with the application. The certificate must have been issued within the past 90 days.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6916.

Carol Mustain  
Corporate Specialist

Letter Number: 598A00044971

RECEIVED  
98 OCT 30 AM 10:46  
DIVISION OF CORPORATIONS

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

FILED  
98 NOV -2 AM 10:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

SEP 15 1998



*Bill Jones*

Secretary of State

A0506309

1503707 SURV

AGREEMENT AND PLAN OF MERGER  
OF TOPPAN ELECTRONICS (U.S.A.) INC.  
WITH AND INTO TOPPAN WEST, INC.

FILED  
In the office of the Secretary of State  
of the State of California

APR 01 1998

*Bill Jones*  
BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of 15 day of February, 1998, by and between TOPPAN WEST, INC. ("Surviving Corporation") and TOPPAN ELECTRONICS (U.S.A.) INC. ("Disappearing Corporation");

WITNESSETH:

WHEREAS, Surviving Corporation is a California corporation authorized to issue five million common shares without par value, of which there are outstanding at the date hereof 3,000,000 shares;

WHEREAS, Disappearing Corporation is a California corporation authorized to issue 1,000 common shares, without par value, of which there are outstanding at the date hereof 450 shares; and

WHEREAS, the boards of directors of Surviving Corporation and Disappearing Corporation have deemed it to be in the best interests of their respective corporations and their shareholders that Disappearing Corporation be merged with Surviving Corporation in accordance with California Corporations Code Section 1100 et seq.; and

WHEREAS, the parties expect that the merger will further certain of their business objectives including, without limitation the expansion of existing business operations into new markets, allowing Disappearing Corporation's business to use Surviving Corporation's financial strength and access to credit, to preserve and enhance the good will and business reputation of the corporations, to effect cost savings in accounting, auditing, legal and filing fees and to preserve the corporations' management time and skills.

NOW, THEREFORE, Surviving Corporation and Disappearing Corporation agree to merge on the following terms and conditions:

1. Merger. On the Effective Date (as defined in Section 6 herein), Disappearing Corporation shall merge with and into Surviving Corporation; the corporate existence of Surviving Corporation shall continue; and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, name, purpose, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger; and the corporate identity, existence, purposes, franchises, powers, rights, and immunities of Disappearing Corporation shall be merged into Surviving Corporation which shall be fully vested therewith. Surviving Corporation shall be subject to all of the debts and liabilities of Disappearing Corporation as if Surviving Corporation had itself incurred them and all rights of creditors and liens upon the

property of each of Surviving Corporation and Disappearing Corporation shall be preserved unimpaired, provided that such liens, if any, upon the property of Disappearing Corporation shall be limited to the property affected thereby immediately prior the Effective Date.

2. Articles of Incorporation and Bylaws. The articles of incorporation and bylaws of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its articles of incorporation and bylaws respectively.

3. Directors and Officers. The persons who are directors and officers of Surviving Corporation immediately prior to the Effective Date shall, after the merger, continue as directors and officers of the Surviving Corporation without change, and shall serve until changed in accordance with applicable law and the articles of incorporation and bylaws of Surviving Corporation.

4. Effect of Merger on Outstanding Shares.

4.1 Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

4.2 Disappearing Corporation. On the Effective Date, each outstanding common share of Disappearing Corporation shall be cancelled and no shares of Surviving Corporation shall be issued in exchanged therefor.

5. Surrender of Share Certificates. After the Effective Date, each holder of an outstanding certificate evidencing common shares of Disappearing Corporation shall surrender the same, duly endorsed as Surviving Corporation may require, to Surviving Corporation or its agent for cancellation.

6. Effective Date. Surviving Corporation and Disappearing Corporation shall each take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper, or advisable under the laws of the State of California, to make effective the merger herein provided, subject, however, to receipt of any required approval by outstanding shares of either in accordance with California law, and to compliance with all other applicable laws. Upon compliance with applicable laws and upon receipt of the approval of the outstanding shares of each party, a copy of this Agreement with officers' certificates for Surviving Corporation and Disappearing Corporation shall be filed in the office of the California Secretary of State as required by Section 1103 of the California Corporations Code. The merger shall become effective upon the later of (a) such filing, or (b) April 1, 1998. The date on which the merger so becomes effective is herein called the "Effective Date."

7. Operation of Business Pending Consummation of Merger. Prior to the Effective Date, neither Surviving Corporation nor Disappearing Corporation shall,

without the prior written approval of the other, (a) engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement, or (b) issue, sell, or subdivide any of its shares, or (c) issue any shares, options, warrants or rights to purchase any shares or any securities convertible into or exchangeable for any shares, or (d) declare or pay any dividends or make any distribution on any of its shares, or (e) purchase or redeem any of its outstanding shares.

8. Continuity of Business Enterprise. It is the present intention of Surviving Corporation to continue the entire business line of Disappearing Corporation, or to use at least a significant portion of Disappearing Corporation's historic business assets in a business.

9. Termination or Abandonment. This Agreement may be terminated and the merger hereby provided for abandoned at any time prior to the Effective Date upon the resolution duly adopted by the respective boards of directors of Disappearing Corporation or Surviving Corporation. In the event of termination of this Agreement as herein provided, neither Disappearing Corporation nor Surviving Corporation or their respective boards of directors or shareholders shall be liable to the other or its directors or shareholders in respect of this Agreement.

10. Name of Surviving Corporation. Surviving Corporation shall continue its existence under the name Toppan Electronics, Inc., pursuant to the provisions of the General Corporation Law. The Articles of Incorporation of the Surviving Corporation as now in force and effect shall be the Articles of Incorporation of said Surviving Corporation except that Article I relating to the name of the corporation is hereby amended and changed so as to read as follows upon the effective date of the merger:

"The name of this corporation is Toppan Electronics, Inc."

and said Articles of Incorporation as herein amended and changed shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

11. Other Provisions.

11.1 Governing Law. This Agreement shall be governed by the laws of California.

11.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

11.3 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

11.4 Further Assurances. Disappearing Corporation shall from time to time execute and deliver all such documents and instruments and take all such actions as Surviving Corporation may request in order to vest or evidence the vesting in Surviving Corporation of title to and possession of all rights, properties, assets, and business of Disappearing Corporation, or otherwise to carry out the full intent and purposes of this Agreement.

IN WITNESS WHEREOF, Disappearing Corporation and Surviving Corporation have caused this Agreement to be executed as of the date and year first above written.

TOPPAN WEST, INC.

By: *Naoki Iwata*  
Naoki Iwata  
President

and By: *Tsukasa Kitagawa*  
Tsukasa Kitagawa  
Secretary

TOPPAN ELECTRONICS (U.S.A.) INC.

By: *Kunisiki Fujita*  
Kunisiki Fujita  
President

and By: *Shinji Ishibashi*  
Shinji Ishibashi  
Secretary



CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

Naoki Iwata and Tsukasa Kitagawa certify that:

1. They are the president and the secretary, respectively, of Toppan West, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 3,000,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 3. 4. 88

N. Iwata  
Naoki Iwata, President

T. Kitagawa  
Tsukasa Kitagawa, Secretary

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

Kunisiki Fujita and Shinji Ishibashi certify that:

1. They are the president and the secretary, respectively, of Toppan Electronics (U.S.A.) Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 450.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 3/9 / 98

K. Fujita  
Kunisiki Fujita, President

S. Ishibashi  
Shinji Ishibashi, Secretary

