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

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AGREEMENT AND PLAN OF MERGER

JUL - 1 1987

*MARCH FONG EU*  
MARCH FONG EU, Secretary of State

This Agreement and Plan of Merger ("Agreement"), dated as of June 25, 1987, is made by and between AST Research, Inc., a California corporation ("AST California"), and AST Research, Inc., a Delaware corporation and wholly owned subsidiary of AST California ("AST Delaware"), which corporations are sometimes hereinafter collectively called the "Constituent Corporations."

W I T N E S S E T H :

WHEREAS, AST California has authority to issue 50,000,000 shares of Common Stock, no par value (the "AST California Common Stock") and 1,000,000 shares of Preferred Stock, no par value; and

WHEREAS, AST Delaware has authority to issue 30,000,000 shares of Common Stock, \$.01 par value (the "AST Delaware Common Stock") and 1,000,000 shares of Preferred Stock, \$.01 par value; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of each of the Constituent Corporations and its shareholders that AST California be merged into and with AST Delaware as permitted by the General Corporation Law of the State of Delaware and the California General Corporation Law under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved this Agreement and directed that this Agreement be submitted to its shareholders;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and the California General Corporation Law, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

## ARTICLE I

### THE MERGER, THE SURVIVING CORPORATION AND THE EFFECTIVE DATE

1.1 As soon as practicable following the fulfillment (or waiver, to the extent permitted therein) of the conditions specified in Article IV hereof, AST California shall be merged into and with AST Delaware (the "Merger"), which shall survive the Merger.

1.2 The date on which the Merger occurs and becomes effective is hereby defined to be and is hereinafter called the Effective Date. The Merger shall occur and be effective at the time and on the date that the duly executed and acknowledged Agreement of Merger or certificate of merger with respect thereto is filed with the Secretary of State of Delaware as provided in Sections 103 and 252 of the General Corporation Law of the State of Delaware.

1.3 AST Delaware, as the surviving corporation (herein as such called the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware. On the Effective Date, the separate existence and corporate organization of AST California, except insofar as it may be continued by operation of law, shall be terminated and cease.

## ARTICLE II

### CERTIFICATE OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1 The Certificate of Incorporation of AST Delaware shall be the Certificate of Incorporation of the Surviving Corporation, until amended or repealed in accordance with the provisions thereof and of applicable law.

2.2 The Bylaws of AST Delaware on the date hereof shall, on the Effective Date, become and be the Bylaws of the Surviving Corporation, until amended or repealed in accordance with the provisions thereof, of the Certificate of Incorporation and of applicable law.

2.3 The directors and officers of AST California on the Effective Date will be the directors and officers, respectively, of AST Delaware on and after the Effective Date until expiration of their current terms and until their successors are elected and qualified, or prior resignation, removal or death, subject to the Certificate of Incorporation and Bylaws of AST Delaware.

## ARTICLE III

### TREATMENT OF SHARES OF EACH OF THE CONSTITUENT CORPORATIONS

#### 3.1 On the Effective Date:

(a) each share of AST California Common Stock, no par value, outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one share of AST Delaware Common Stock, par value \$0.01; and

(b) each share of AST Delaware Common Stock outstanding immediately prior to the Merger shall be cancelled and returned to the status of authorized but unissued shares; and

(c) each option outstanding under the AST Research, Inc. Incentive Stock Option, Nonqualified Stock Option and Restricted Stock Purchase Plan - 1983 and the AST Research, Inc. Chief Executives' Plan immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase the same number of shares of AST Delaware Common Stock, at the same price and otherwise upon the same terms and conditions; and

(d) each right to purchase outstanding under the AST Research, Inc. Incentive Stock Option, Nonqualified Stock Option and Restricted Stock Purchase Plan - 1983 immediately prior to the Merger, shall, by virtue of the Merger and without any action on the part of the holder of such right, be converted into and become a right to purchase the same number of shares of AST Delaware Common Stock, at the same price and otherwise upon the same terms and conditions; and

3.2 No certificates for shares of AST Delaware Common Stock will be issued to holders of any of the shares of AST California Common Stock upon the Merger. Certificates representing shares of AST California Common Stock shall, upon the Merger, be deemed for all purposes to represent an equal number of shares of AST Delaware Common Stock. After the Effective Date, whenever certificates which formerly represented shares of AST California Common Stock are presented for exchange or registration of transfer, the Surviving Corporation will cause to be issued in respect thereof certificates representing an equal number of shares of AST Delaware Common Stock.

## ARTICLE IV

### CONDITIONS, DEFERRAL, TERMINATION AND AMENDMENT

4.1 The obligation of AST California and AST Delaware to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by AST California and AST Delaware in their sole discretion to the extent permitted by law):

(a) AST California as sole shareholder of AST Delaware shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(b) the shareholders of AST California shall have approved the Merger at a meeting thereof duly held in accordance with the California General Corporation Law.

4.2 Consummation of the Merger may be deferred by the Board of Directors of AST California for a reasonable period of time if the Board of Directors determines that deferral would be in the best interests of AST California and its shareholders.

4.3 (a) This Agreement may be terminated by the Board of Directors of AST California or AST Delaware at any time before or after adoption and approval thereof by the shareholders of AST Delaware or AST California or both, but not later than the Effective Date.

(b) In the event of termination of this Agreement as above provided, this Agreement shall become wholly void and of no effect, and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or its shareholders except as provided in Section 4.4 hereof.

4.4 If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, AST California shall pay all expenses incurred in connection with all the proceedings taken in respect of this Agreement or relating thereto.

4.5 The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the shareholders of AST Delaware and AST California, but not later than the Effective Date; provided, however, that no such amendment, modification or supplement not

adopted and approved by the shareholders of AST Delaware and AST California shall affect the rights of such shareholders or change any of the principal terms of this Agreement.

## ARTICLE V

### TRANSFER OF ASSETS AND LIABILITIES

5.1 On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Surviving Corporation as they were of the 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 the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if such Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporations, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5.2 On the Effective Date, AST Delaware will assume and continue AST California's Incentive Stock Option, Nonqualified Stock Option and Restricted Stock Purchase Plan - 1983, Chief Executives' Plan and 1987 Employee Bonus Plan, and options or rights to purchase AST Delaware's Common Stock shall be substituted for any options or rights to purchase granted under such plans.

5.3 The parties hereto agree that from time to time and as and when requested by the Surviving Corporation, or by its successors or assigns, to the extent permitted by law, the officers and directors of AST California and of the Surviving Corporation are fully authorized in the name of AST California or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, confirm in or assure the Surviving Corporation title to and possession of all of said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

MISCELLANEOUS

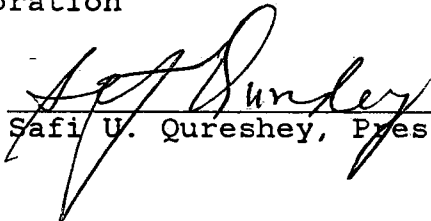
For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President or a Vice President and its corporate seal affixed and attested to by the Secretary or an Assistant Secretary of each party hereto, all as of the day and year first above written.

(Corporate Seal)

AST RESEARCH, INC., a Delaware corporation

By:

  
Safi U. Qureshey, President

ATTEST:

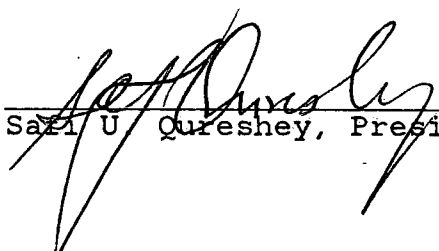
By:

  
Albert C. Wong, Secretary

(Corporate Seal)

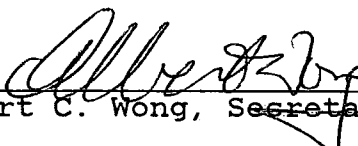
AST RESEARCH, INC., a California  
corporation

By:

  
Safi U. Qureshey, President

ATTEST:

By:

  
Albert C. Wong, Secretary

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

SAFI U. QURESHEY and ALBERT C. WONG certify that:

1. They are the President and the Secretary, respectively, of AST RESEARCH, INC., a California corporation.

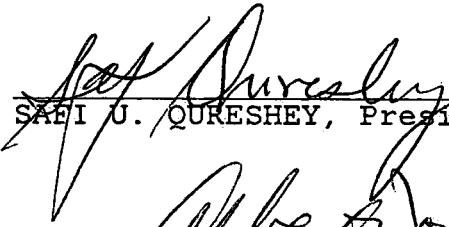
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.


3. The shareholders approval was by the holders of 51.6% of the outstanding shares of Common Stock of the corporation. The percentage vote required was a majority of the outstanding shares of Common Stock.

4. There is one class of shares and the number of shares outstanding is 11,368,634 of Common Stock.

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.

Dated: June 25, 1987

  
SAFI U. QURESHEY, President

  
ALBERT C. WONG, Secretary



CERTIFICATE OF APPROVAL

OF

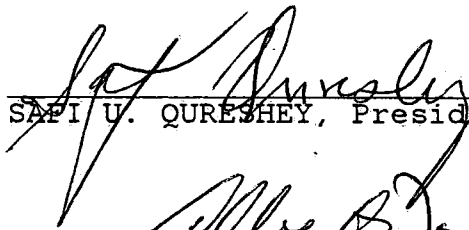
AGREEMENT OF MERGER

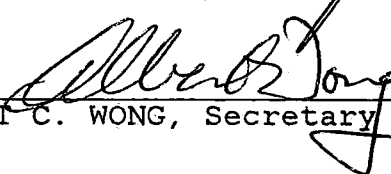
SAFI U. QURESHEY and ALBERT C. WONG certify that:

1. They are the President and the Secretary of AST RESEARCH, INC., a Delaware corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholder of the corporation.
3. The shareholders approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is one class of shares and the number of shares outstanding is 100 shares of Common Stock.

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.

Dated: June 25, 1987

  
SAFI U. QURESHEY, President

  
ALBERT C. WONG, Secretary



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
SACRAMENTO, CALIFORNIA 95857  
TELEPHONE (916) 369-4124

# TAX CLEARANCE CERTIFICATE

April 30, 1987

EXPIRATION DATE: August 14, 1987

Stradling, et al  
Attn: Nick E. Yocca  
P. O. Box 7680  
Newport Beach, CA 92660-6441

ISSUED TO: AST RESEARCH, INC.  
Corporate Number 0993552

THIS CERTIFICATE IS VALID ONLY UPON THE SIMULTANEOUS QUALIFICATION OF  
AST RESEARCH INC. (A DELAWARE CORPORATION).

This is to certify that all taxes imposed under the Bank and  
Corporation Tax Law on this corporation have been paid or are secured  
by bond deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office  
of the Secretary of State. This original Tax Clearance Certificate  
may be retained in the files of the corporation.

By the Expiration Date noted above, this corporation must have filed  
the documents required by the Secretary of State to dissolve, withdraw  
or merge. Requests for the appropriate documents must be directed to:  
Office of the Secretary of State at 1230 J Street, Sacramento, CA  
95814. The telephone number is (916) 445-0620.

NOTE: If the required documents are not filed with  
the Secretary of State prior to the Expiration  
Date noted above, the corporation will remain  
subject to the filing requirements of the Bank  
and Corporation Tax Law.

FRANCHISE TAX BOARD

By J. Snyder  
Tax Clearance Unit  
Corporation Audit  
Telephone (916) 369-4124

HH:nld

FTB 2570-ATS (REV. 4-86)

SECRETARY OF STATE