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COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE
FRANKFORT, 40601

DREXELL R. DAVIS
SECRETARY OF STATE

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CORPORATE FILINGS (502) 564-2848

CORPORATION RECORDS (502) 564-7330

CLINTON H. NEWMAN II
ASSISTANT SECRETARY OF STATE

APRIL 27, 1987

ROBERT M. HOPFNER
C T CORPORATION SYSTEM
1155 MARKET ST.
SUITE 600
SAN FRANCISCO, CALIFORNIA 94103

RE: TRIAD SYSTEMS CORPORATION
RESOLUTION IN KY. UNDER THE NAME OF TRIAD SYSTEMS CORPORATION OF CALIFORNIA

Dear Sir:

Receipt and filing of the following is hereby acknowledged.

- 1. () Articles of Amendment
- 2. () Restated Articles of Incorporation 476727

3. (xxx) Articles of Merger TRIAD SYSTEMS CORPORATION RESOLUTION IN KENTUCKY UNDER THE NAME OF TRIAD SYSTEMS CORPORATION OF CALIFORNIA (QUAL.) INTO TRIAD SYSTEMS CORPORATION (NOT QUAL.) WERE FILED IN KENTUCKY ON APRIL 27, 1987.

- 4. () Other

If we may be of further assistance to you, please do not hesitate to call us.

Sincerely yours,

Drexell R. Davis
Drexell R. Davis
Secretary of State



ORIGINAL COPY FILED
SECRETARY OF STATE OF DELAWARE
FRANCIS P. BISHOP

APR 21 1987

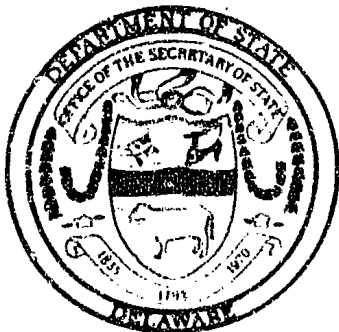
Joseph P. Davis
SECRETARY OF STATE

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "TRIAD SYSTEMS CORPORATION" ^{Resolution in Ky UNACC - Triad System Corporation of California.} A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, MERGING WITH AND INTO "TRIAD SYSTEMS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "TRIAD SYSTEMS CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1987, AT 10:03 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

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Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 11208155

DATE: 04/21/1987

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter this "Merger Agreement") is entered into and shall be effective as of the 31st day of March, 1987 by and between TRIAD SYSTEMS CORPORATION, a California corporation ("Triad California"), and TRIAD SYSTEMS CORPORATION, a Delaware corporation ("Triad Delaware");

WITNESSETH:

WHEREAS, Triad Delaware is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Triad California is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, on the date of this Merger Agreement, Triad Delaware has authority to issue 20,000,000 shares of Common Stock, par value \$.01 per share (the "Delaware Common Stock") of which 10 shares are issued and outstanding and owned by Triad California, and 1,000,000 shares of Preferred Stock, par value \$.01 per share, none of which are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Triad California has authority to issue 20,000,000 shares of Common Stock (the "California Common Stock"), of which approximately 7,700,000 shares are issued and outstanding, and 1,000,000 shares of Preferred Stock, none of which are issued and outstanding;

WHEREAS, the respective Boards of Directors for Triad Delaware and Triad California have determined that, for the purpose of effecting the reincorporation of Triad California in the State of Delaware, it is advisable and to the advantage of said two corporations and their shareholders that Triad California merge with and into Triad Delaware upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of Triad Delaware and Triad California, the shareholders of Triad California, and the sole stockholder of Triad Delaware have adopted and approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Triad California and Triad Delaware hereby agree to merge as follows:

1. Merger. Triad California shall be merged with and into Triad Delaware, and Triad Delaware shall survive the merger ("Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

2. Directors and Officers and Governing Documents. The directors and officers of Triad Delaware shall be the same upon the Effective Date as they are immediately prior thereto. The Certificate of Incorporation of Triad Delaware, as amended and in effect on the Effective Date, shall continue to be the Certificate of Incorporation of Triad Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Bylaws of Triad Delaware, as amended and in effect on the Effective Date, shall continue to be the Bylaws of Triad Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Succession. On the Effective Date, Triad Delaware shall succeed to Triad California in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

4. Further Assurances. From time to time, as and when required by Triad Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Triad California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Triad Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Triad California, and otherwise to carry out the purposes of this Merger Agreement and the officers and directors of Triad Delaware are fully authorized in the name and on behalf of Triad California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of Triad California. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of the California Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Delaware Common Stock.

6. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Delaware Common Stock into which the shares of California Common Stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of Triad Delaware or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Triad Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to

receive any dividend and other distributions upon the shares of Delaware Common Stock evidenced by such outstanding certificate as above provided.

7. Options. Upon the Effective Date, each outstanding option, warrant, or other right to purchase shares of California Common Stock, including those options granted under the 1982 Stock Option Plan (the "Option Plan") of Triad California, shall be converted into and become an option, warrant, or right to purchase an equal number of shares of Delaware Common Stock at a price per share equal to the price as in effect on the Effective Date and upon the same terms and subject to the same conditions as set forth in the Option Plan and other agreements entered into by Triad California pertaining to such options, warrants, or rights. A number of shares of Delaware Common Stock shall be reserved for purposes of such options, warrants, and rights equal to the number of shares of California Common Stock so reserved as of the Effective Date. As of the Effective Date, Triad Delaware shall assume all obligations of Triad California under agreements pertaining to such options, warrants, and rights, including the Option Plan, and the outstanding options, warrants, or other rights, or portions thereof, granted pursuant thereto.

8. Stock Purchase Plan. Upon the Effective Date, Triad Delaware will assume and continue the Employee Stock Purchase Plan (the "Purchase Plan") of Triad California and participants in the Purchase Plan shall purchase, with no change in the terms and conditions, including purchase price, shares of Triad Delaware on the last day of any Offering Period (as defined in the Purchase Plan) ending after the Effective Date.

9. Other Employee Benefit Plans. As of the Effective Date, Triad Delaware hereby assumes all obligations of Triad California under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

10. Outstanding Common Stock of Triad Delaware. Forthwith upon the Effective Date, the one hundred (100) shares of Delaware Common Stock presently issued and outstanding in the name of Triad California shall be cancelled and retired and resume the status of authorized and unissued shares of Delaware Common Stock, and no shares of Delaware Common Stock or other securities of Triad Delaware shall be issued in respect thereof.

11. Covenants of Triad Delaware. Triad Delaware covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which Triad California is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of Triad Delaware. In connection therewith, Triad

Delaware shall irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code and under applicable provisions of state law in other states in which qualification is required hereunder.

b. File any and all documents with the California Franchise Tax Board necessary to the assumption by Triad Delaware of all of the franchise tax liabilities of Triad California.

12. Book Entries. As of the Effective Date, entries shall be made upon the books of Triad Delaware in accordance with the following:

a. The assets and liabilities of Triad California shall be recorded at the amounts at which they were carried on the books of Triad California immediately prior to the Effective Date, with appropriate adjustments to reflect the retirement of the one hundred (100) shares of Delaware Common Stock presently issued and outstanding.

b. There shall be credited to the capital stock account of Triad Delaware the aggregate amount of the par value of all shares of Delaware stock resulting from the conversion of the outstanding California Common Stock pursuant to the Merger.

c. There shall be credited to the capital surplus account of Triad Delaware the aggregate of the amounts shown in the capital stock and capital surplus accounts of Triad California immediately prior to the Effective Date, less the amount credited to the common stock account of Triad Delaware pursuant to Paragraph (b) above.

d. There shall be credited to the retained earnings account of Triad Delaware an amount equal to that carried in the retained earnings account of Triad California immediately prior to the Effective Date.

13. Condition. It shall be a condition precedent to the consummation of the Merger and the other transactions contemplated by this Merger Agreement that the shares of Delaware Common Stock to be issued by Triad Delaware shall, upon official notice of issuance, be listed on the National Market System of the National Association of Securities Dealers' Automatic Quotation System ("NASDAQ") prior to or on the Effective Date.

14. Amendment. At any time before or after approval and adoption by the shareholders of Triad California, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Triad Delaware and Triad California to be necessary, desirable or expedient in order to clarify the intention of the parties hereto

or to effect or facilitate the purposes and intent of this Merger Agreement.

15. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Triad California or Triad Delaware or both, notwithstanding approval of this Merger Agreement by the sole stockholder of Triad Delaware and the shareholders of Triad California.

16. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Board of Directors of Triad California and Triad Delaware, is hereby executed on behalf of each said two corporations by their respective officers thereunto duly authorized.

TRIAD SYSTEMS CORPORATION, A
Delaware corporation

By James R. Porter
James R. Porter, President

ATTEST:

Jerome W. Carlson
Jerome W. Carlson,
Assistant Secretary

TRIAD SYSTEMS CORPORATION,
A California corporation

By James R. Porter
James R. Porter, President

ATTEST:

Jerome W. Carlson
Jerome W. Carlson,
Assistant Secretary

CERTIFICATE OF ASSISTANT SECRETARY

OF

TRIAD SYSTEMS CORPORATION

(A Delaware Corporation)

I, Jerome W. Carlson, the Assistant Secretary of Triad Systems Corporation, a Delaware corporation (the "Corporation"), hereby certify that the Agreement and Plan of Merger to which this Certificate is attached was duly signed on behalf of the Corporation by its President and Assistant Secretary under the corporate seal of the Corporation and was duly approved and adopted by a unanimous vote of the outstanding stock entitled to vote thereon at a special meeting of the sole stockholder of the Corporation held on March 20, 1987.

Executed effective on the 31st day of March, 1987.



Jerome W. Carlson, Assistant Secretary

CORPORATE SEAL

C T CORPORATION SYSTEM



Associated with The Corporation Trust Company
1165 MARKET STREET, SUITE 800, SAN FRANCISCO, CA 94103 • (415) 881-1811

April 16, 1987

Secretary of State
Corporation Department
State Capitol Building
Frankfort, Kentucky 40601

Dear Sir:

RE: Triad Systems Corporation (Calif.) merged into
Triad Systems Corporation (Delaware)

COUNSEL: Ware & Freidenrich
400 Hamilton Avenue
Palo Alto, California 94301

**Pursuant to the instructions of counsel named above,
we enclose for filing**

Evidence of Merger

**Check in payment of the required fees is attached.
Please forward the usual evidence of filing to this
office.**

Very truly yours,

C T CORPORATION SYSTEM

Robert M. Hopfner
Service Division

Enc.

SPECIAL INSTRUCTIONS:

Please remove Triad Systems Corporation (California Domestic) from
your records. Please confirm this if possible.