

05-04-2000



101345527

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4.17.00

17

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/04/2000 BCDATES 00000227 75730069

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 OP
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002065 FRAME: 0456

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75738069"/>	<input type="text" value="75738063"/>	<input type="text"/>	<input type="text" value="2193444"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

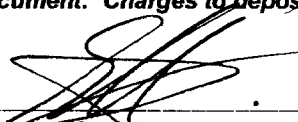
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen P. Kay, Secretary

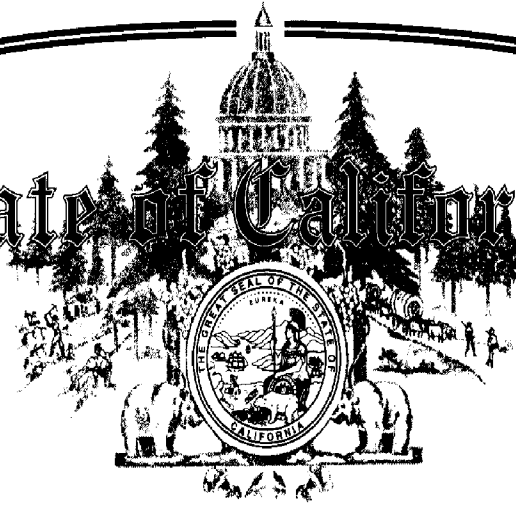
Name of Person Signing


Signature

April 13, 2000

Date Signed

State of California



Bill

SECRETARY OF STATE

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

That the attached transcript of 15 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 day of

APR 06 2000

Bill Jones

Secretary of State



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FILED *MEL*
the office of the Secretary of State
of the State of California

**AGREEMENT AND PLAN OF MERGER
OF LANDACORP, INC.
A DELAWARE CORPORATION
AND
LANDA MANAGEMENT SYSTEMS CORPORATION
A CALIFORNIA CORPORATION**

DEC 17 1999

Bill Jones
JONES, Secretary

THIS AGREEMENT AND PLAN OF MERGER dated as of November 10, 1999 (the "Agreement") is between Landacorp, Inc., a Delaware corporation ("Landacorp-Delaware") and Landa Management Systems Corporation, a California corporation ("Landacorp-California"). Landacorp-Delaware and Landacorp-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Landacorp-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 34,800,000 shares, 23,000,000 of which are designated "Common Stock," \$0.001 par value, and 11,800,000 of which are designated "Preferred Stock" \$0.001 par value. Of such authorized shares of Preferred Stock, 6,800,000 shares are designated "Series D Preferred Stock." As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Landacorp-California. No shares of Preferred Stock were outstanding.

B. Landacorp-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 34,800,000 shares, 23,000,000 of which are designated "Common Stock," at no par value and 11,800,000 of which are designated "Preferred Stock," at no par value. Of such authorized shares of Preferred Stock, 6,800,000 shares are designated "Series D Preferred Stock." As of the date herein, 2,607,210 shares of Common Stock were issued and outstanding and 6,800,000 shares of Series D Preferred Stock were issued and outstanding.

C. The Board of Directors of Landacorp-California has determined that, for the purpose of effecting the reincorporation of Landacorp-California in the State of Delaware, it is advisable and in the best interests of Landacorp-California that Landacorp-California merge with and into Landacorp-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Landacorp-Delaware and Landacorp-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Landacorp-Delaware and Landacorp-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Landacorp-California shall be merged with and into Landacorp-Delaware (the "Merger"), the separate existence of Landacorp-California shall cease and Landacorp-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Landacorp, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Landacorp-California shall cease and Landacorp-Delaware, as the Surviving Corporation, (i) shall continue to possess all of Landacorp-Delaware's assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by Landacorp-Delaware's and Landacorp-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Landacorp-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Landacorp-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Landacorp-California in the same manner as if Landacorp-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Landacorp-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The Bylaws of Landacorp-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

III. MANNER OF CONVERSION OF STOCK

3.1 Landacorp-California Common Shares. Upon the Effective Date of the Merger, each share of Landacorp-California Common Stock, at no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued.

3.2 Landacorp-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series D Preferred Stock of Landacorp-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of Landacorp-California Common Stock as set forth in the Landacorp-California Articles of Incorporation, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series D Preferred Stock, \$0.001 par value, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, as such share of Landacorp-California Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 Landacorp-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Landacorp-California under, and continue, the option plans (including without limitation the Landacorp-California's 1995 Stock Plan, 1998 Equity Incentive Plan and the 1999 Employee Stock Purchase Plan), and all other employee benefit plans of Landacorp-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, Landacorp-California Common Stock or Landacorp-California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security

convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of Landacorp-California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Landacorp-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of Landacorp-California Common Stock or Preferred Stock. Such outstanding shares of Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of Landacorp-California Common Stock and Landacorp-California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to Landacorp-California's 1995 Stock Plan, 1998 Equity Incentive Plan and the 1999 Employee Stock Purchase Plan) would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the Landacorp-California's 1995 Stock Plan and 1998 Equity Incentive Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 Landacorp-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Landacorp-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Landacorp-Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Landacorp-California Common Stock or Preferred Stock shall be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Landacorp-California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of Landacorp-California Common Stock or Preferred Stock, as the case may be, were converted in the Merger. If any holder of an outstanding certificate representing shares of Landacorp-California Common Stock or Preferred Stock is unable to surrender such certificate to the Exchange Agent for cancellation because the certificate has been lost, stolen, damaged or mutilated, then the stockholder shall promptly deliver to the Exchange Agent an Affidavit of Lost Certificate, in the form provided by the Exchange Agent, for each certificate not surrendered.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Landacorp-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of Landacorp-Delaware Landacorp-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) Qualify to do business as a foreign corporation in each other state in which Landacorp-California is currently qualified to do business as a foreign corporation and take all necessary in connection therewith.

(c) File any and all documents with the California Franchise Tax Board necessary for the assumption by Landacorp-Delaware with the franchise tax liabilities of Landacorp-California.

(d) Take such other actions as may be required by the California General Corporation

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

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

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801 and the Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 4151 Ashford Dunwoody Rd., Suite 505, Atlanta, Georgia 30319, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.


4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 FIRPTA Notification. (a) On the Effective Date of the Merger, Landacorp-California shall deliver to Landacorp-Delaware, as agent for the shareholders of Landacorp-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Landacorp-Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Landacorp-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Landacorp-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Landacorp-Delaware as their agent and (ii) Landacorp-Delaware shall be considered to have received a copy of the Statement at the request of the Landacorp-California shareholders for purposes of satisfying Landacorp-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).


(b) Landacorp-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Landacorp-California and Landacorp-Delaware is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Landacorp, Inc.,
a Delaware corporation

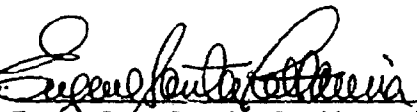
By 
Eugene Santa Cattarina, President and Chief
Executive Officer

ATTEST:

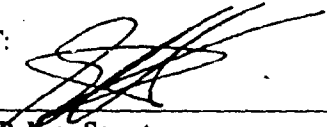


Stephen P. Kay, Secretary

Landa Management Systems Corporation,
a California corporation

By 
Eugene Santa Cattarina, President and Chief
Executive Officer

ATTEST:



Stephen P. Kay, Secretary

EXHIBIT A

November 10, 1999

TO THE SHAREHOLDERS OF LANDA MANAGEMENT SYSTEMS CORPORATION

In connection with the reincorporation (the "Reincorporation") in Delaware of Landa Management Systems Corporation, a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Agreement") dated as of November __, 1999 between the Company and Landacorp, Inc. a Delaware corporation and wholly-owned subsidiary of the Company ("Landacorp-Delaware"), your shares of Company stock will be replaced by shares of stock in Landacorp-Delaware.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) Landacorp-Delaware will not be required under Section 1445 of the Code to withhold taxes from the Landacorp-Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to Landacorp-Delaware pursuant to Section 4.8 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,

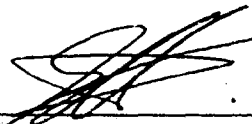


Stephen P. Ray, Secretary

CERTIFICATE OF SECRETARY
OF
Landacorp, Inc.
(a Delaware corporation)

I, Stephen P. Kay, the Secretary of Landacorp, Inc., 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 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 by written consent of the sole stockholder of the Corporation dated November 29, 1999.

Executed effective on December 2, 1999.



Stephen P. Kay, Secretary

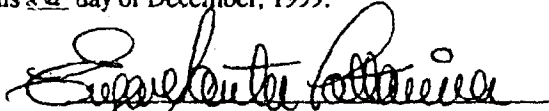
CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER
Landa Management Systems Corporation
(a California corporation)


Eugene Santa Cattarina and Stephen P. Kay certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Landa Management Systems Corporation, a California corporation (the "Corporation").
2. This Certificate is attached to the Agreement and Plan of Merger dated as of November 29, 1999 providing for the merger of the Corporation with and into Landacorp, Inc., a Delaware corporation.
3. The Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") was approved by the Board of Directors of the Corporation by resolutions adopted at a regular meeting of the Board of Directors held on September 16, 1999.
4. The total number of outstanding shares of the Corporation entitled to vote on the merger was 2,610,211 shares of Common Stock and 6,800,000 shares of Series d Preferred Stock.
5. The principal terms of the Merger Agreement were approved by an affirmative vote of the shareholders of the Corporation, which exceeded the vote required, such vote being a majority of the total number of outstanding shares of Common Stock, voting as a class, and a majority of the total number of outstanding shares of Series D Preferred Stock, voting as a class.

The undersigned, each further declares 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 his and her own knowledge.

Executed at Chico, California this 30th day of December, 1999.


Eugene Santa Cattarina


Stephen P. Kay, Secretary



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1468
SACRAMENTO CA 95812-1468

TAX CLEARANCE CERTIFICATE

EXPIRATION DATE: March 15, 2000

December 9, 1999

WILSON ET AL
ATTN DEBORAH A LANGIER
650 PAGE HILL RD
PALO ALTO CA 94304-1001

ISSUED TO : LANDA MANAGEMENT SYSTEMS CORPORATION
ENTITY ID : 1109788

THIS CERTIFICATE BECOMES VALID ONLY UPON THE MERGER OF LANDA MANAGEMENT SYSTEMS CORPORATION 1109788 INTO LANDACORP, INC 2180782.

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

If a final return has not been filed, one should be filed within two months and 15 days after the close of the month in which the dissolution or withdrawal takes place. If the corporation was inactive, a statement to that effect should be attached to the tax forms. All returns remain subject to audit until the expiration of the normal statutory period. Failure to file required returns may result in additional assessments.

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 1500 11th Street, 3rd Floor, Sacramento CA. 95814, or by telephone, (916) 657-5448.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the corporation will remain

FRANCHISE TAX BOARD

December 9, 1999
WILSON ET AL
ENTITY ID : 1109788
Page 2

subject to the filing requirements of the Bank
and Corporation Tax Law.

By H. Hermansen
Tax Clearance Unit
Special Audit Section
Telephone (916) 845-4124

A0539001

1109788

**CERTIFICATE OF CORRECTION
of
AGREEMENT AND PLAN OF MERGER
of**

**Landacorp, Inc. (a Delaware Corporation) and
Landa Management Systems Corporation
(a California corporation)**

Originally filed on December 24, 1999

FILED *ML*
Office of the Secretary of State
of the State of California

JAN 28 2000

Bill Jones
SECRETARY

A. Eugene Santa Cattarina and Stephen P. Kay certify that:

1. They are the President and the Secretary, respectively, of Landacorp, Inc., a Delaware corporation and Landa Management Systems Corporation, a California corporation.
2. The Agreement and Plan of Merger was filed with the Secretary of State of the State of California on December 24, 1999 (the "Agreement").
3. The Agreement as filed, due to a clerical error, contains errors, which need to be corrected as follows:

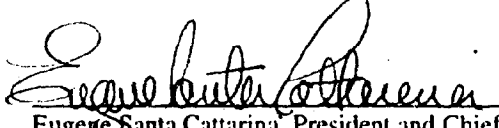
Paragraph "B" should correctly read as follows:

"Landacorp-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 23,000,000 shares, 15,000,000 of which are designated "Common Stock," at no par value and 8,000,000 of which are designated "Preferred Stock," at no par value. Of such authorized shares of Preferred Stock, 6,800,000 shares are designated "Series D Preferred Stock." As of the date herein, 2,609,851 shares of Common Stock were issued and outstanding and 6,800,000 shares of Series D Preferred Stock were issued and outstanding."

4. Eugene Santa Cattarina and Stephen P. Kay further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Chico, California on January 28, 2000.

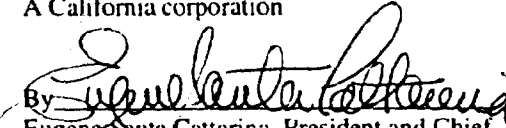
Landacorp, Inc.
A Delaware corporation


Eugene Santa Cattarina, President and Chief
Executive Officer


ATTEST:


Stephen P. Kay, Secretary

Landa Management Systems Corporation,
A California corporation

By 
Eugene Santa Cattarina, President and Chief
Executive Officer

ATTEST:


Stephen P. Kay, Secretary

