

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
THE SUMMIT GROUP, INC.
(an Indiana corporation),
BUSINESS INFORMATION TECHNOLOGY, INC.
(a Delaware corporation),
AND
CIBER INTEGRATION SERVICES, INC.
(a Delaware corporation)
into
CIBER, INC.
(a Delaware corporation)**

Pursuant to the provisions of the Delaware General Corporation Law (the "DGCL"), CIBER, Inc., a Delaware corporation ("CIBER"), hereby adopts this Certificate of Ownership and Merger with respect to the merger of each of the following constituent corporations with and into CIBER under Section 253 of the DGCL:

<u>Name</u>	<u>State of Incorporation</u>
The Summit Group, Inc. ("Summit")	Indiana
Business Information Technology, Inc. ("BIT")	Delaware
CIBER Integration Services, Inc. ("CIS")	Delaware

- A. CIBER owns 100% of the issued and outstanding capital stock of each of Summit, BIT and CIS.
- B. The Agreement and Plan of Merger pursuant to which Summit, BIT and CIS shall be merged with and into CIBER is attached hereto as Exhibit A and by this reference incorporated herein. Said Agreement and Plan of Merger was adopted and approved by resolutions of the board of directors of CIBER on May 14, 1999, copies of which are attached hereto as Exhibit B.
- C. Pursuant to Section 253 of the DGCL, no stockholder or shareholder approval is required for the merger. Pursuant to Section 23-1-40-4 of the Indiana Business Corporation Law, no shareholder approval is required for the merger.
- D. The merger is to be effective as of 11:59 p.m. Eastern Daylight Time on June 30, 1999.


IN WITNESS WHEREOF, CIBER has caused this Certificate to be signed this 21st day of June, 1999.

ATTEST:

CIBER, Inc.

By: 

Christopher Loffredo
Assistant Secretary

By: 

Mac J. Slingerland
President and Chief Executive Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 21, 1999, is to provide for the merger of each of The Summit Group, Inc., an Indiana corporation ("Summit"), Business Information Technology, Inc., a Delaware corporation ("BIT"), and CIBER Integration Services, Inc., a Delaware corporation ("CIS"), into CIBER, Inc., a Delaware corporation ("CIBER"). Summit, BIT, CIS and CIBER are sometimes hereafter together referred to as the "Constituent Corporations."

WHEREAS, Summit is a corporation duly organized and existing under the laws of the State of Indiana, having an authorized capital stock of 1,000 shares of common stock, \$.01 par value (the "Summit Common Stock");

WHEREAS, 1,000 shares of Summit Common Stock are issued and outstanding and owned by CIBER and are the only shares of capital stock of Summit issued and outstanding;

WHEREAS, BIT is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 100 shares of common stock, \$.01 par value (the "BIT Common Stock");

WHEREAS, 100 shares of BIT Common Stock are issued and outstanding and owned by CIBER and are the only shares of capital stock of BIT issued and outstanding;

WHEREAS, CIS is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 1,000 shares of common stock, \$.01 par value (the "CIS Common Stock");

WHEREAS, 1,000 shares of CIS Common Stock are issued and outstanding and owned by CIBER, and are the only shares of capital stock of CIS issued and outstanding;

WHEREAS, the respective boards of directors of Summit, BIT, CIS and CIBER have determined that it is advisable and in the best interests of such corporations that Summit, BIT and CIS merge with and into CIBER as authorized by the statutes of the states of Indiana and Delaware and upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the respective boards of directors of Summit, BIT, CIS and CIBER have, by resolutions duly adopted, approved this Agreement and CIBER has approved this Agreement as the sole stockholder of each of Summit, BIT and CIS and the approval of the stockholders of CIBER is not required.

NOW, THEREFORE, it is resolved as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, each of Summit, BIT and CIS shall be merged with and into CIBER (the "Merger"), and CIBER

shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be CIBER, Inc. The Merger shall become effective at 11:59 p.m. Eastern Daylight Time on June 30, 1999 (the "Effective Time").

2. Governing Documents. The certificate of incorporation of CIBER, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. The bylaws of CIBER, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. References to "the Corporation" in Article VI of the bylaws of CIBER shall include Summit, BIT and CIS, in addition to CIBER, so that any person who was a director or officer of any of Summit, BIT or CIS or is or was serving at the request of Summit, BIT or CIS as a director, employee, or agent of another corporation, partnership, joint venture, trust, association, or other entity shall stand in the same position under the provisions of said Article VI with respect to CIBER as such person would if such person had served CIBER in the same capacity or is or was so serving such other entity at the request of CIBER, as the case may be.

3. Succession; Officers and Directors. At the Effective Time, the separate corporate existence of each of Summit, BIT and CIS shall cease, and CIBER as the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of each of Summit, BIT and CIS; and all rights, privileges, powers and franchises of each of Summit, BIT and CIS, and all property, real, personal and mixed, and all debts due to Summit, BIT and/or CIS on whatever account, as well as for share subscriptions and all other things in action belonging to Summit, BIT and/or CIS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of Summit, BIT or CIS, and the title to any real estate vested by deed or otherwise in Summit, BIT or CIS, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Summit, BIT or CIS shall be preserved unimpaired, and all debts, liabilities and duties of Summit, BIT and CIS shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Summit, BIT and CIS and their respective shareholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of CIBER and shall be as effective and binding thereon as the same were with respect to Summit, BIT or CIS.

At the Effective Time, except as provided elsewhere in this Agreement, the officers and directors of CIBER shall become the officers and directors of the Surviving Corporation to hold the positions in the Surviving Corporation to which they have been elected as officers of CIBER and to serve in accordance with the bylaws of the Surviving Corporation.

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

5. **Conversion of Securities in the Merger.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each then outstanding share of CIBER Common Stock shall be converted into one share of common stock of the Surviving Corporation;

(b) Each then outstanding share of Summit Common Stock shall be canceled and retired and no shares or other security shall be issued in respect thereof.

(c) Each then outstanding share of BIT Common Stock shall be canceled and retired and no shares or other security shall be issued in respect thereof; and

(d) Each then outstanding share of CIS Common Stock shall be canceled and retired and no shares or other security shall be issued in respect thereof.

6. **Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the Effective Time.


7. **Abandonment.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of any or all of Summit, BIT, CIS or CIBER, notwithstanding approval of the stockholders, if circumstances arise which, in the opinion of the board of directors of any Constituent Corporation, make the Merger inadvisable.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

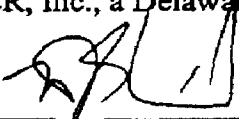
IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by its duly authorized officers as of the date first above written.

ATTEST:

By 

Christopher Loffredo, Assistant Secretary

CIBER, Inc., a Delaware corporation

By 

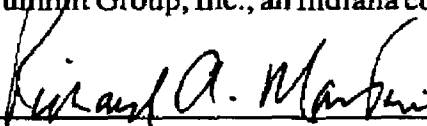
Mac J. Slingerlend, President and Chief Executive Officer

ATTEST:

By 

Christopher Loffredo, Assistant Secretary

The Summit Group, Inc., an Indiana corporation

By 


Richard A. Montoni, Vice President

ATTEST:

By 


Christopher Loffredo, Assistant Secretary

Business Information Technology, Inc., a Delaware corporation

By 

Mac J. Slingerlend, Chief Executive Officer and Executive Vice President

ATTEST:

By 

Christopher Loffredo, Assistant Secretary

CIBER Integration Services, Inc., a Delaware corporation

By 

Mac J. Slingerlend, Chief Executive Officer and Executive Vice President

EXHIBIT B**RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS AT A MEETING****May 14, 1999**

WHEREAS, the board of directors of the Corporation deems it to be in the best interest of the Corporation to reorganize the Corporation as described in the board presentation and as part of that reorganization to enter into an Agreement and Plan of Merger (the "CIBER Merger Agreement") by and among the Corporation, The Summit Group, Inc., an Indiana corporation ("Summit"), Business Information Technology, Inc., a Delaware corporation ("BIT"), and CIBER Integration Services, Inc., a Delaware corporation ("Integration"), pursuant to which Summit, BIT and Integration will merge with and into the Corporation effective June 30, 1999 and the Corporation will be the surviving corporation (the "Merger");

WHEREAS, the board of directors of the Corporation deems it to be in the best interest of the Corporation to vote its stock in favor of an Agreement and Plan of Merger (the "CIS Merger Agreement") by and among CIBER Information Services, Inc., a Delaware corporation ("CIS"), KCM Computer Consulting, Inc., a Maryland corporation ("KCM"), Technology Management Group, Inc., a Washington corporation ("TMG"), The Constell Group, Inc., a New Jersey corporation ("Constell"), Spectrum Technology Group, Inc., a New Jersey corporation ("Spectrum"), and CIBER Network Services, Inc., a Delaware corporation ("CNSI") pursuant to which KCM, TMG, Constell, Spectrum and CNSI will merge with and into CIS effective June 30, 1999, and CIS will be the surviving corporation;

WHEREAS, the board of directors of the Corporation deems it in the best interest of the Corporation to vote its stock in favor of an Agreement and Plan of Merger (the "CTI Merger Agreement") by and among CIBER Technologies, Inc., a Delaware corporation ("CTI"), BIT Technologies, Inc., a Delaware corporation ("BTI"), STG Technologies, Inc., a Delaware corporation, ("STG"), and CNSI Technologies, Inc., a Delaware corporation ("CNSI"), pursuant to which BTI, STG, and CNSI will merge with and into CTI effective June 30, 1999, and CTI will be the surviving corporation;

WHEREAS, the board of directors of the Corporation deems it to be in the best interest of the Corporation to enter into an Agreement and Plan of Merger ("the "December Merger Agreement") by and between the Corporation and CIS pursuant to which CIS will merge with and into the Corporation effective December 31, 1999, and the Corporation will be the surviving corporation;

NOW THEREFORE, IT IS:

RESOLVED, that the form, terms and provisions of the plan of reorganization presented to this meeting, including the proposed Merger Agreement, the CIS Merger Agreement, the CTI Merger Agreement, and the December Merger Agreement, and the Corporation's performance of its obligations and consummation of the transactions contemplated thereunder be, and they hereby

are, approved in all respects; and further, that the officers of the Corporation be, and each of them hereby is, authorized and directed to execute and deliver such documents and instruments in the name of and on behalf of the Corporation, under its corporate seal or otherwise, and with such changes therein as the executing officer(s) may in their discretion approve, which approval shall be conclusively evidenced by their execution thereof;

FURTHER RESOLVED, effective immediately following the Merger, the officers of the Corporation shall be those of the Corporation pre-merger; provided, however, that the President and Chief Executive Officer shall have the authority to appoint officers of practice groups and divisions post Merger without obtaining additional board approval;

FURTHER RESOLVED, that the amendment of the name of CIBER Global Outsourcing, Inc. to CIBER Enterprise Outsourcing, Inc. is hereby approved;

FURTHER RESOLVED, that the officers are hereby authorized to vote the stock owned by CIBER in each of its subsidiaries in favor of the Merger Agreements;

FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purpose of the foregoing resolution, the officers of the Corporation be, and each of them hereby is, authorized and directed (i) to make such changes in the documents and instruments authorized by the foregoing resolution as the executing officer(s) may in their discretion approve, (ii) to take all such further actions contemplated by the agreements authorized in the certificates, documents and amendments relating thereto or contemplated therein or deemed necessary by such officers in order to carry out the transactions contemplated by the foregoing resolution, (iii) to execute and deliver all such further agreements, instruments, certificates, documents and amendments relating thereto or contemplated therein or deemed necessary by such officers in order to carry out the transactions contemplated by the foregoing resolution in the name and on behalf of the Corporation, and under its corporate seal or otherwise, including, but not limited to any required federal, state or governmental agency filings, and (iv) to pay all such fees and expenses, which shall in their judgment be necessary proper or advisable.

Delaware

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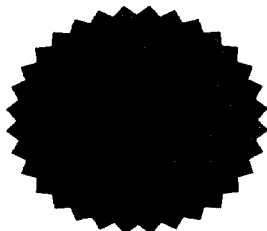
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"BUSINESS INFORMATION TECHNOLOGY, INC.", A DELAWARE CORPORATION,

"CIBER INTEGRATION SERVICES, INC.", A DELAWARE CORPORATION,

"THE SUMMIT GROUP, INC.", A INDIANA CORPORATION,

WITH AND INTO "CIBER, INC." UNDER THE NAME OF "CIBER, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF JUNE, A.D. 1999, AT 1 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2517062 8100M

AUTHENTICATION: 1990688

020579841

DATE: 09-19-02

RECORDED: 10/08/2002

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