

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/16/1966

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Van Waters & Rogers, Inc.		09/16/1966	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	VWR United Corporation
Street Address:	229 South State Street
City:	Dover
State/Country:	DELAWARE
Postal Code:	19901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0513198	LABTONE

CORRESPONDENCE DATA

Fax Number: 2028428465
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-842-8800
Email: dctrademarks@dbr.com
Correspondent Name: Amy E. Carroll
Address Line 1: 1500 K Street, NW
Address Line 2: Drinker Biddle & Reath LLP, Suite 1100
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	219905
NAME OF SUBMITTER:	Joelle Zajk
SIGNATURE:	/Joelle Zajk/
DATE SIGNED:	10/27/2015

Total Attachments: 18

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AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated as of September 16, 1966 (herein sometimes referred to as the "Plan") between Van Waters & Rogers, Inc. (herein called "VW&R"), United Pacific Corporation (herein called "United"), and VWR United Corporation (herein called "Delaware") and a majority of the directors of each of them:

RECITALS

1. VW&R is a corporation organized under the laws of the State of Washington with its registered office at 4000 First Avenue South, Seattle, Washington, and its principal office at San Francisco, California.
2. United is a corporation organized under the laws of the State of Washington with its registered and principal office at 1600 Norton Building, Seattle, Washington.
3. Delaware is a corporation organized under the laws of Delaware with its principal office located at 229 South State Street, Dover, Delaware, and Prentice-Hall Corporation System, Inc. is the agent in charge thereof and upon whom process may be served.
4. VW&R, United and Delaware are sometimes referred to herein as the "Constituent Corporations."
5. The laws of Washington and Delaware permit and authorize the merger of the three corporations.

Now, THEREFORE, in consideration of the premises and the agreements herein contained the parties hereto agree that VW&R, United and Delaware shall merge and consolidate into a single corporation, to-wit, Delaware (herein sometimes referred to as the "Surviving Corporation"). The terms and conditions of the merger hereby agreed upon (herein referred to as the "Merger") and the manner of carrying it into effect are as follows:

ARTICLE I.

Merger

1.01. This Plan shall be promptly submitted for ratification and approval at separate meetings of the shareholders of the Constituent Corporations as required by Sections 251 and 252 of the General Corporation Law of the State of Delaware, and Section 23.01.470 of the Uniform Business Corporation Act of the State of Washington.

1.02. The Plan shall become effective upon filing of the Agreement of Merger with the Secretary of State of the State of Delaware, pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware or with the Secretary of State of the State of Washington with respect to each of the Washington corporations, pursuant to Section 23.01.490 of the Uniform Business Corporation Act of the State of Washington, whichever shall last occur. If approved by the stockholders of each of the corporations, it is expected that the merger will become effective on or about November 30, 1966. The date upon which the Plan shall become effective is herein referred to as the "Effective Date."

ARTICLE II.

Name and Continued Existence of Surviving Corporation

2.01. The name of VWR United Corporation, the Constituent Corporation whose corporate existence is to survive this Merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the Merger and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of VW&R and of United shall be wholly merged into Delaware and Delaware shall be fully vested therewith. On the effective date the separate existence of VW&R and United, except insofar as continued by law, shall cease.

ARTICLE III.

Governing Law—Certificate of Incorporation

3.01. The laws of the State of Delaware shall govern the Surviving Corporation.

3.02. The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Delaware, except that upon the Effective Date of the Merger Article IV shall be, and is by this Plan, amended to read as follows:

"(1) The total number of shares which the Corporation is authorized to issue is three million (3,000,000) shares of common stock and the aggregate par value of all of said shares is Three Million Dollars (\$3,000,000.00) and the par value of each share is One Dollar (\$1.00) per share.

"(2) The shares of stock of this Corporation may be issued by this Corporation from time to time for such consideration, not less than the par value thereof except as otherwise provided by law, or from time to time may be fixed by the Board of Directors of this Corporation; and all issued shares of the capital stock of this Corporation shall be deemed fully paid and non-assessable and the holders of such shares shall not be liable thereunder to this Corporation or its creditors.

"(3) No shareholder of this Corporation shall have any pre-emptive or preferential right of subscription to any shares of any stock of this Corporation, issued or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors of this Corporation in its discretion from time to time may determine.

"(4) The minimum amount of capital with which it will commence business is Two Thousand Dollars (\$2,000.00)."

Said Certificate of Incorporation, as hereby amended, is set forth in Exhibit "A" attached hereto and is hereby made a part of this Agreement. After the Effective Date of the Merger and until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation shall be as set forth in said Exhibit "A" and, as amended from time to time, may be separately certified as the amended Certificate of Incorporation of the Surviving Corporation.

ARTICLE IV.

By-Laws of Surviving Corporation

4.01. From and after the effective date, the By-Laws of Delaware shall be the By-Laws of the Surviving Corporation until the same hereafter be amended or repealed in accordance with the Certificate of Incorporation and the By-Laws of the Surviving Corporation.

ARTICLE V.

Directors

5.01. The number of the first directors of the Surviving Corporation shall be fifteen. The names and addresses of such directors who shall hold office as provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation are as follows:

Name	Address	Name	Address
Carl E. Birkenmeyer	United Pacific Insurance Company P. O. Box 1216 Tacoma, Washington 98401	Ben B. Ehrlichson	United Pacific Corporation 1600 Norton Building Seattle, Washington 98104
John F. Bohler	Van Waters & Rogers, Inc. P. O. Box 3200 Rincon Annex San Francisco, California 94119	M. M. Harris	Van Waters & Rogers, Inc. P. O. Box 3200 Rincon Annex San Francisco, California 94119
Norton Clapp	Weyerhaeuser Company Tacoma Building Tacoma, Washington 98401	D. O. Hency	Van Waters & Rogers, Inc. P. O. Box 2052 Terminal Annex Los Angeles, California 90054

Name	Address	Name	Address
Frank E. Jerome.....	Seattle-First National Bank Second and Cherry Seattle, Washington 98124	Nat S. Rogers.....	Van Waters & Rogers, Inc. 4000 First Avenue South Seattle, Washington 98134
Moritz Milkorn	Westfair Corporation 1707 Norton Building Seattle, Washington 98104	William S. Street.....	United Pacific Corporation 1600 Norton Building Seattle, Washington 98104
Tom W. Moore.....	Van Waters & Rogers, Inc. P. O. Box 10264 Portland, Oregon 97210	Geo. Van Waters.....	Van Waters & Rogers, Inc. 4000 First Avenue South Seattle, Washington 98134
Robert D. O'Brien.....	Pacific Cor and Foundry Company Box 3585 Seattle, Washington 98124	James H. Wiborg.....	United Pacific Corporation 1600 Norton Building Seattle, Washington 98104
Josef C. Phillips.....	United Pacific Corporation 1600 Norton Building Seattle, Washington 98104		

5.02. The first annual meeting of the shareholders of the Surviving Corporation shall be held on the 7th day of June, 1967, as provided by the By-Laws of the Surviving Corporation.

5.03. The first officers of the Surviving Corporation to hold office as provided in the Certificate of Incorporation and By-Laws are as follows:

Chairman of the Board.....	M. M. Harris
Chairman of the Executive Committee.....	Nat S. Rogers
Vice Chairman of the Board.....	William S. Street
President	James H. Wiborg
Senior Vice President.....	Harold W. Cameron
Vice President--Finance and Treasurer.....	N. Stewart Rogers
Vice President	Dugald A. MacGregor
Vice President	Robert B. Freeman
Vice President	Tom W. Moore
Vice President	Robert S. Rogers
Vice President	D. O. Hency
Vice President--Administration	John F. Bohler
Assistant Treasurer	Richard W. Farmer
Controller	A. J. Wright
Secretary	Harry Spelser

5.04. If on or after the Effective Date a vacancy for any reason shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation.

ARTICLE VI.

Capital Stock of Surviving Corporation

6.01. The authorized capital stock of the Surviving Corporation upon the Effective Date shall be as set forth in the Certificate of Incorporation of Delaware, as hereby amended, which is attached hereto as Exhibit "A."

ARTICLE VII.

Conversion of Securities on Merger

7.01. The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as set forth in this Article VII.

7.02. Each share of common stock, par value \$1.00 per share, of VW&R issued and outstanding at the Effective Date of the Merger shall, by virtue of the Merger, be converted into 2.9 shares of

common stock, par value \$1.00 per share, of the Surviving Corporation. Treasury shares of its own stock held by VW&R will be retired without participation in the exchange of stock. Shares of VW&R owned by United on the Effective Date will also be retired without participation in the exchange of stock.

7.03. Each share of common stock of United, par value \$1.00 per share, issued and outstanding at the Effective Date, shall, by virtue of the Merger be converted into one share of common stock, par value \$1.00 per share, of the Surviving Corporation. Treasury shares of its own stock held by United will be retired without participation in the exchange of stock.

7.04. Upon the Merger becoming effective, the shares of common stock, par value \$1.00 per share, of the Delaware company which shall be outstanding immediately prior to the Effective Date of the Merger shall be cancelled and retired and no new shares of stock or other securities of the Surviving Corporation shall be issued in lieu thereof.

7.05. No fraction of a share shall be issued by the Surviving Corporation upon the conversion of shares of common stock of VW&R for shares of the Surviving Corporation on the basis hereinabove set forth, but in lieu thereof the Surviving Corporation shall pay therefor at the rate of the bid price of a full share of the Surviving Corporation on the over-the-counter market on the Effective Date. In making any cash adjustments, fractions of less than one cent shall be disregarded.

7.06. As soon as practical after the Effective Date (a) certificates for shares of the common stock of VW&R shall be surrendered in exchange for shares of common stock of the Surviving Corporation at the ratio of 2.9 shares of common stock of the Surviving Corporation for each share of common stock of VW&R, and (b) certificates for shares of the common stock of United shall be surrendered in exchange for shares of common stock of the Surviving Corporation at the ratio of one share of common stock of the Surviving Corporation for each share of common stock of United. Until so surrendered, each outstanding certificate of VW&R shall be deemed for all corporate purposes, except the payment of dividends, to evidence ownership of common stock of the Surviving Corporation at the ratio as hereinabove set forth, and each outstanding certificate of United shall be deemed for all corporate purposes, except the payment of dividends, to evidence ownership of a like number of shares of the Surviving Corporation. Until any such outstanding certificate shall be so surrendered, no dividend payable to any holder of record of common stock of VW&R or of United as of any date subsequent to the Effective Date shall be paid to the holder thereof but upon surrender of such certificate there shall be paid to the record holder of the certificate issued in exchange therefor the amount of dividends which theretofore became payable with respect to shares of common stock of the Surviving Corporation represented thereby.

7.07. VW&R has outstanding employees' options to purchase 19,639 shares of its stock. On the Effective Date each outstanding option to purchase shares of common stock of VW&R under its existing stock option plans will be assumed by Delaware and converted into an option to purchase the number of shares of common stock of Delaware equal to the number of shares of common stock of VW&R purchasable thereunder multiplied by 2.9, and with a compensating adjustment of the option price. Each such option will otherwise be upon the same terms and conditions as set forth in the option plan applicable thereto immediately prior to the Merger.

ARTICLE VIII.

Assets and Liabilities

8.01. On the Effective Date the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of each of the Constituent Corporations and all property, real and personal, and all debts due, including subscriptions to shares, and all other choses in action and every other interest of or belonging to or due to each of the Constituent Corporations so merged shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation

shall thenceforth be responsible and liable for the liabilities and obligations of the Constituent Corporations and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger. The parties hereto hereby respectively agree that from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, they and their respective officers and directors will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all further or other action as the Surviving Corporation may deem necessary to be taken in order to vest in and confirm to the Surviving Corporation title to and possession of all the aforesaid property and rights, and otherwise carry out the intent and purposes of this Plan.

ARTICLE IX.

Representations, Warranties and Covenants of the Constituent Corporation

9.01. VW&R represents, warrants and covenants that:

(a) VW&R is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. The copy of VW&R's Certificate of Incorporation, as amended and restated, and the copy of VW&R's By-Laws, as amended, heretofore delivered to United, are complete, true and correct. VW&R has the corporate power to own its property and to carry on its business as now being conducted. It is duly qualified to do business and is in good standing in each jurisdiction in which it owns real property or operates a plant.

(b) VW&R has an authorized capital stock consisting of (i) 1,000,000 shares of Common Stock, par value \$1.00 per share, of which, as of the date hereof, 593,011 shares are issued and outstanding of which 32,732 shares are issued and held as treasury shares by VW&R. 19,639 shares are reserved at the date hereof for issuance under VW&R's restricted or qualified stock option plans. Except as aforesaid, neither VW&R nor its subsidiary has any obligation to issue additional shares of its capital stock. All of the issued and outstanding VW&R Common Stock is validly issued, fully paid and non-assessable.

(c) VW&R has the corporate power to execute and deliver this Plan and, subject to the terms and conditions hereof, to consummate the transactions provided for herein.

(d) VW&R has only one subsidiary, Van Waters & Rogers, Ltd., which is incorporated under the laws of British Columbia. All of its outstanding shares are beneficially owned by VW&R. Said subsidiary is duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, has the corporate power to own its property and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which it owns real property or conducts business. The outstanding capital stock of such subsidiary is validly issued, fully paid and non-assessable, and VW&R has good and valid title to the shares of such capital stock owned by it, free of any liens, charges or encumbrances of any nature whatsoever.

(e) VW&R has heretofore delivered to United the consolidated balance sheet of VW&R and its subsidiaries as at July 31, 1966, and the related statement of consolidated income and retained income for the eight months then ended, certified by independent certified public accountants. Such financial statements have been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of prior years, and present fairly the consolidated financial position of VW&R and its subsidiary at such date and the consolidated results of their operations for the eight months then ended. Except as otherwise provided herein, since July 31, 1966, there has been no material adverse change in the condition, financial or otherwise, of VW&R and its subsidiary or their properties, business or earnings.

(f) VW&R and its subsidiary have good and valid title in fee simple to all significant real property owned by them, free and clear of all encumbrances, liens and charges of every kind and character except (i) the liens of current property taxes not delinquent or subject to penalties, (ii) covenants, restrictions,

reservations, easements and agreements contained in instruments of record affecting the premises, none of which materially and adversely affect the use of the premises for the purposes for which they are now employed, and (iii) zoning laws, ordinances, rules and regulations, if any, and (iv) mortgages and liens, if any, shown on the July 31, 1966 balance sheet referred to in Section 9.01(e).

(g) VW&R and its subsidiary have good and valid title to all significant personal and intangible property owned by them, free and clear of all encumbrances, liens and charges of every kind or character, except encumbrances, liens and charges incurred in the ordinary course of business which are not material and adverse to the business of VW&R and its subsidiary as a whole.

(h) VW&R and its subsidiary are not in default in the payment of any of their material obligations.

(i) Except for a quarterly dividend of 30¢ per share, payable October 11, 1966, VW&R will not declare or pay any dividend or other distribution or redeem or purchase or otherwise acquire any of its capital stock. VW&R will not take any such action, except for the continuation of a quarterly dividend of 30¢ per share prior to the Effective Date.

(j) Except as specified in this Section 9.01, neither VW&R nor its subsidiary has any securities convertible, or which may become convertible, into its capital stock, or has outstanding any options, warrants, rights, agreements, or other instruments pursuant to which any person has or may have the right to acquire any shares of capital stock of VW&R or of such subsidiary.

(k) Neither VW&R nor its subsidiary is in default in its obligations pursuant to any significant lease, contract, agreement, or plan to which VW&R or its subsidiary is a party. All of such leases, contracts, agreements and plans are in good standing and full force and effect.

(l) VW&R and its subsidiary have (i) filed all federal income and other tax returns which are required to be filed, (ii) filed all state and local income, franchise and other tax returns which are required to be filed in states or other jurisdictions where VW&R or its subsidiary is qualified to do business, and (iii) paid all taxes as shown on said returns and all assessments received by them to the extent that such taxes and assessments have become due.

(m) Since July 31, 1966, there has been no significant increase in the total compensation paid or payable by VW&R and its subsidiary to their officers and executive employees.

(n) There is no significant indebtedness owing to VW&R or its subsidiary from any of their officers and executive employees.

(o) There are no significant legal actions or other proceedings in which VW&R or its subsidiary is engaged or with which either of them is threatened. Except as set forth herein, neither VW&R nor its subsidiary is engaged in, or, to the knowledge of VW&R or its subsidiary, threatened with, any significant legal action or other proceeding before any court or administrative agency.

(p) VW&R and its subsidiary have in full force and effect insurance to provide for the reasonable protection of their business and properties. Such insurance will be continued in full force and effect up to the Effective Date.

(q) There are no material controversies pending or threatened between VW&R or its subsidiary and any of its or their employees or the unions representing its or their employees, nor is the basis for any such controversy known to VW&R.

9.02. United represents, warrants and covenants that:

(a) United is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. The copy of United's Certificate of Incorporation, as amended and restated, and the copy of United's By-Laws, as amended, heretofore delivered to VW&R, are complete, true and correct. United has the corporate power to own its property and to carry on its business as now being conducted. It is duly qualified to do business and is in good standing in each jurisdiction in which it owns real property or operates a plant.

(b) United has an authorized capital stock consisting of (1) 1,000,000 shares of Common Stock, par value \$1.00 per share, of which, as of the date hereof, 794,163 shares are issued and outstanding of which 22,226 shares are issued and held as treasury shares by United. Neither United nor any of its subsidiaries has any obligation to issue additional shares of its capital stock, except that Pacific Resins & Chemicals, Inc. has outstanding a promissory note in the amount of \$208,000 due October 1, 1982, which may be converted into Class B common stock of Pacific Resins & Chemicals, Inc. on the basis as set forth in said promissory note. All of the issued and outstanding United Common Stock is validly issued, fully paid and non-assessable.

(c) United has the corporate power to execute and deliver this Plan, and, subject to the terms and conditions hereof, to consummate the transactions provided for herein.

(d) United has the following direct and indirect subsidiaries:

Name	State or Country of Incorporation	Percentage of Beneficial Ownership
Pacific Resins & Chemicals, Inc.....	Washington	100
Pacific Resins, Ltd.	British Columbia	100
Pacific Northwest Company.....	Washington	100
Pacific Small Business Investment Company.....	Washington	100
Pacific American Corporation.....	Delaware	85

Pacific American Corporation has the following wholly owned, non-operating subsidiaries: Bellingham Warehouse Company, incorporated in Washington; Deming & Gould Company, incorporated in Delaware; Port Ashton Packing Corporation, incorporated in Washington; and Pacific American Foods, Inc., incorporated in Washington.

Each of such subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power to own its property and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which it owns real property or conducts business. The outstanding capital stock of each such subsidiary is validly issued, fully paid and unassessable, and United has good and valid title to the shares of such capital stock owned by it, free of any liens, charges or encumbrances of any nature whatsoever. Pacific American Corporation has good and valid title to the shares of such capital stock owned by it, free of any liens, charges or encumbrances of any nature whatsoever.

(e) United has heretofore delivered to VW&R the consolidated balance sheet of United and its subsidiaries as at July 31, 1966, and the related consolidated statement of consolidated income and retained income for the seven months then ended, certified by independent certified public accountants. Such financial statements have been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of prior years, and present fairly the consolidated financial position of United and its subsidiaries at such date and the consolidated results of their operations for the seven months then ended. Except as otherwise provided herein, since July 31, 1966, there has been no material adverse change in the condition, financial or otherwise, of United and its subsidiaries, or their properties, business or earnings.

(f) United and its subsidiaries have good and valid title in fee simple to all significant real property owned by them, free and clear of all encumbrances, liens and charges of every kind and character, except (i) the liens of current property taxes not delinquent or subject to penalties, (ii) covenants, restrictions, reservations, easements and agreements contained in instruments of record affecting the premises, none of which materially and adversely affects the use of the premises for the purposes for which they are now employed, (iii) zoning laws, ordinances, rules and regulations, if any, and (iv) mortgages and liens, if any, shown on the July 31, 1966 balance sheet referred to in Section 9.02(c).

(g) United and its subsidiaries have good and valid title to all significant personal and intangible property owned by them, free and clear of all encumbrances, liens or charges of every kind or character except encumbrances, liens and charges incurred in the ordinary course of business which are not material and adverse to the business of United and its subsidiaries as a whole.

(h) United and its subsidiaries are not in default in the payment of any of their material obligations.

(i) Except for a quarterly dividend of 10 cents per share, payable September 30, 1968, United has not declared or paid any dividend or other distribution on, or authorized the issuance, redemption, purchase or other acquisition of, any of its capital stock. United will not take any such action, except for the continuation of a quarterly dividend of 10 cents per share prior to the Effective Date.

(j) Except as specified in this Section 9.02, neither United nor any of its direct or indirect subsidiaries has outstanding any securities convertible, or which may become convertible, into its capital stock, or outstanding any options, warrants, rights, agreements, or other instruments pursuant to which any person has or may have the right to acquire any shares of capital stock of United or of such subsidiaries.

(k) Neither United nor any of its subsidiaries is in default in its obligations pursuant to any significant lease, contract, agreement or plan to which United or any of its subsidiaries is a party. All of such leases, contracts, agreements and plans are in good standing and full force and effect.

(l) United and its subsidiaries have (i) filed all federal income and other tax returns which are required to be filed, (ii) filed all state and local income, franchise and other tax returns which are required to be filed in states where United or any of its subsidiaries is qualified to do business, and (iii) paid all taxes as shown on said returns and all assessments received by them to the extent that such taxes and assessments have become due.

(m) Since July 31, 1966, there has been no significant increase in the total compensation paid or payable by United or its subsidiaries to their officers and executive employees.

(n) There is no significant indebtedness owing to United or any of its subsidiaries from any of their officers and executive employees. However, United has guaranteed payment of promissory notes of officers and employees in the original amount of \$241,510. Such guarantees expire August 8, 1968. Said promissory notes are secured by pledges of stock of United and other securities the market value of which is presently in excess of the respective amounts guaranteed.

(o) There are no significant legal actions or other proceedings in which United or any of its subsidiaries is engaged or with which any of them is threatened. Except as set forth herein, neither United nor any of its subsidiaries is engaged in, or, to the knowledge of United or any of its subsidiaries, threatened with, any significant legal action or other proceeding before any court or administrative agency.

(p) United and its subsidiaries have in full force and effect insurance to provide for the reasonable protection of their business and properties. Such insurance will be continued in full force and effect up to the Effective Date.

(q) United owns 37,263 shares of the Common Stock of VW&R. It shall not dispose of any of such shares prior to the Effective Date.

(r) There are no material controversies pending or threatened between United or any of its subsidiaries and any of its or their employees or the unions representing its or their employees, nor is the basis for any such controversy known to United.

9.03. Between the date hereof and the Effective Date, VW&R and United shall each have the right to make such investigation of the properties, plants, business and financial condition of the other and of the other's subsidiaries as each deems necessary or advisable. In order to permit such investigation, each shall grant to the other and the representatives of the other all reasonable access to its premises, books and records, and each will furnish the other with such financial and operating data and other information with respect to the business and properties of it and its subsidiaries as the other shall from time to time reasonably request. In the event of the termination of this Plan, each shall keep confidential any

information (unless readily ascertainable from public or published information or trade sources) obtained from the other concerning the properties, operations and business of the other and its subsidiaries and shall return to the other any statements, documents or other written information obtained from the other in connection therewith.

9.04. VW&R and United each represents that it has not retained any broker or paid or agreed to pay any brokerage fee or commission to any agent or broker for or on account of this Plan and the transactions provided for herein.

9.05. Between the date hereof and the Effective Date, VW&R and United shall each take all action necessary to effectuate the Merger contemplated by this Plan, shall conduct its business in its usual and ordinary manner and shall not enter into any transactions other than in the usual and ordinary course of such business.

9.06. Delaware represents, warrants and covenants that:

(a) Delaware is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware. Copies of Delaware's Certificate of Incorporation and its By-Laws heretofore delivered to United and VW&R are complete, true and correct.

(b) Delaware has an authorized capital stock consisting of 2,000 shares of Common Stock, par value \$1.00 per share, of which 500 shares have been issued to United and 1,500 shares have been issued to VW&R, at the par value of said shares. Delaware has received a total of \$2,000 for the issuance of such shares. All of the issued and outstanding Delaware Common Stock is validly issued, fully paid and nonassessable.

(c) Delaware has the corporate power to execute and deliver this Plan and subject to the terms and conditions hereof, to consummate the transactions provided for herein.

(d) The total assets of Delaware consist of \$2,000 in cash paid for the issuance of its 2,000 shares of Common Stock. It has no indebtedness except such indebtedness as has been incurred in connection with the organization of Delaware.

ARTICLE X.

Conditions to Effectiveness of Merger

10.01. The obligation of VW&R to complete the Merger and other transactions provided for in this Plan is subject to the satisfaction, or the waiver thereof by VW&R, on or prior to the Effective Date, of the following conditions:

(a) Each and all of the agreements of United to be performed on or before the Effective Date pursuant to the terms hereof shall have been duly performed in all material respects.

(b) United shall have delivered to VW&R (i) a certified copy of a resolution duly adopted by the Board of Directors of United authorizing and approving the execution and delivery of this Plan and directing that the Plan be submitted to a vote at a special meeting of stockholders of United duly called, and (ii) a certified copy of a resolution duly adopted by the holders of at least two-thirds of the outstanding shares of the United Common Stock, at a meeting of the shareholders of United duly convened and held, ratifying and approving this Plan and authorizing and approving the completion of the Merger and other transactions provided for herein, and (iii) all other documents, certificates and instruments required to be delivered to VW&R by United pursuant to the terms of this Plan.

(c) VW&R shall have received a favorable opinion, dated the Effective Date, of Shidler, McBroom & Gates, counsel for United, addressed to VW&R and in form and substance reasonably satisfactory to VW&R and its counsel, to the effect that:

(i) United is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has the corporate power to own its property and to carry on its business as then being conducted.

(ii) United has an authorized capital stock consisting of 1,000,000 shares of common stock, par value \$1.00 per share, of which as of the date hereof 794,163 shares are issued and outstanding of which 32,286 shares are issued and held in the treasury. All issued and outstanding shares of such capital stock are validly issued, fully paid and nonassessable, and to the knowledge of said counsel, United has no obligation to issue any additional shares.

(iii) Each of the domestic subsidiaries of United is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the corporate power to own its property and to carry on its business as then being conducted.

(iv) The outstanding capital stock of each of the domestic subsidiaries of United is validly issued, fully paid and nonassessable, and, except as set forth in Section 9.02 (d), United owns all outstanding shares of such capital stock.

(v) United has full corporate power and authority to execute, deliver and effectuate this Plan, and to complete the Merger and other transactions provided for herein.

(vi) To their knowledge, United and its subsidiaries are not engaged in, or threatened with any significant legal action or other proceeding.

Such opinion shall also cover such other matters incident to the Merger and other transactions provided for herein as VW&R and its counsel may reasonably request. Insofar as such opinion relates to matters of the laws of any other jurisdiction, other than that of the State of Washington, Shidler, McBroom & Gates may rely on the opinions of other counsel satisfactory to VW&R in rendering its own opinion.

(d) VW&R shall have received the opinion of Peat, Marwick, Mitchell & Co. dated the Effective Date, stating that such firm has reviewed the provisions and reserves for Federal income taxes of United for the fiscal years ended December 31, 1963, through 1965, and for the seven months ended July 31, 1966, and that in the opinion of such firm, United has paid, or provided adequate reserves for payment of, all Federal income taxes applicable to the year ended December 31, 1963 and prior years, and the seven months ended July 31, 1966 (except as to that portion of the consolidated income tax liability arising from taxable income of Pacific American Corporation, which has been examined by other independent certified public accountants) that could reasonably be anticipated at the time of their examination.

(e) The representations and warranties of United contained in this Plan or otherwise made in writing in connection with this Plan shall be substantially true on and as of the Effective Date with the same effect as if such representations and warranties had been made on and as of the Effective Date, and United shall have delivered to VW&R a certificate to that effect, dated the Effective Date and executed by the President or any Vice President of United.

(f) To the extent that any significant lease, contract, agreement or plan (including the Plan) to which United or any of its subsidiaries is a party shall require the consent of any other person to the Merger and other transactions provided for herein, United shall have obtained such consent.

(g) The holders of at least two-thirds of the outstanding shares of VW&R Common Stock, at a meeting of the shareholders of VW&R duly convened and held, shall have ratified and approved this Plan and authorized and approved the completion of the Merger and other transactions provided for herein.

(h) VW&R shall have received a ruling of the Commissioner of Internal Revenue, in form and substance reasonably satisfactory to VW&R and its counsel, to the effect that:

(i) The Merger provided for in this Plan will constitute a reorganization within the meaning of Section 368 (a)(1)(A) of the Internal Revenue Code of 1954;

(ii) No gain or loss will be recognized to VW&R or its stockholders as a result of the Merger provided for in this Plan, except gain or loss upon the receipt of cash in lieu of fractional shares of Delaware.

(i) Both VW&R and United shall have received:

(i) A certified copy of a resolution duly adopted by the Board of Directors of Delaware authorizing and approving the execution and delivery of this Plan and directing that the Plan be submitted to its shareholders for approval.

(ii) A certified copy of an instrument evidencing the approval of the shareholders of Delaware of the Plan and authorizing the completion of the Merger.

(iii) An opinion by counsel for Delaware dated the Effective Date addressed jointly to VW&R and United and in form and substance reasonably satisfactory to counsel for each of said corporations to the effect that Delaware is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and that it has an authorized capital stock of 2,000 shares of Common Stock of the par value of \$1.00 each which, if the Merger becomes effective, will be increased by the terms thereof to 3,000,000 shares of Common Stock of the par value of \$1.00 each.

10.02. The obligation of United to complete the Merger and other transactions provided for in this plan is subject to the satisfaction, or the waiver thereof by United on or prior to the Effective Date, of the following conditions:

(a) Each and all of the agreements of VW&R to be performed on or before the Effective Date pursuant to the terms hereof shall have been duly performed in all material respects.

(b) VW&R shall have delivered to United (i) a certified copy of a resolution duly adopted by the Board of Directors of VW&R approving the execution and delivery of this Plan and directing that the Plan be submitted to a vote at a special meeting of the stockholders of VW&R duly called, (ii) a certified copy of a resolution duly adopted by the holders of at least two thirds of the outstanding shares of the VW&R Common Stock, at a meeting of the shareholders of VW&R duly convened and held, ratifying and approving this Plan and authorizing and approving the completion of the Merger and other transactions provided for herein, and (iii) all other documents, certificates and instruments required to be delivered to United by VW&R pursuant to the terms of this Plan.

(c) United shall have received a favorable opinion, dated the Effective Date, of Skeel, McKelvey, Henke, Evenson & Uhlmann, counsel for VW&R, addressed to United and in form and substance reasonably satisfactory to United and its counsel, to the effect that:

(i) VW&R is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has the corporate power to own its property and to carry on its business as then being conducted.

(ii) VW&R has an authorized capital stock, consisting of 1,000,000 shares of common stock, par value \$1.00 per share, of which, as of the date hereof, 593,011 shares are issued and outstanding, of which 32,732 shares are held in the treasury, and 19,639 shares are reserved for issuance under options granted. All issued and outstanding shares of such capital stock are, and all shares of such capital stock reserved for issuance, when issued in accordance with the provisions of the outstanding restricted stock options will be, validly issued, fully paid and nonassessable, and to the knowledge of said counsel VW&R has no obligation to issue any additional shares except under outstanding restricted stock options.

(iii) VW&R has full corporate power and authority to execute, deliver and effectuate this Plan and to complete the Merger and other transactions provided for herein.

(iv) To their knowledge, VW&R and its subsidiary are not engaged in, or threatened with, any significant legal action or other proceeding.

Such opinion shall also cover such other matters incident to the Merger and other transactions provided for herein as United and its counsel may reasonably request. Insofar as such opinion relates to

matters of the laws of any other jurisdiction, other than that of the State of Washington, Skeel, McKelvy, Henke, Evenson & Uhlmann may rely on the opinions of other counsel satisfactory to United in rendering its own opinion.

(d) United shall have received the opinion of Arthur Andersen & Co. dated the Effective Date, stating that such firm has reviewed the provisions and reserves for Federal income taxes of VW&R for the fiscal years ended November 30, 1963, through 1965, and for the eight months ended July 31, 1966, and that in the opinion of such firm, VW&R has paid, or provided adequate reserves for payment of, all Federal income taxes applicable to the year ended November 30, 1965 and prior years, and the eight months ended July 31, 1966 that could reasonably be anticipated at the time of their examination.

(e) The representations and warranties of VW&R contained in this Plan or otherwise made in writing in connection with this Plan shall be substantially true on, and as of, the Effective Date with the same effect as if such representations and warranties had been made on and as of the Effective Date, and VW&R shall have delivered to United a certificate to that effect, dated the Effective Date and executed by the President or any Vice President of VW&R.

(f) To the extent that any significant lease, contract, agreement or plan (including the Plan) to which VW&R or its subsidiary is a party shall require the consent of any other person to the Merger and other transactions provided for herein, VW&R shall have obtained such consent.

(g) The holders of at least two thirds of the outstanding shares of United Common Stock, at a meeting of the shareholders of United duly convened and held, shall have ratified and approved this Plan and authorized and approved the completion of the Merger and other transactions provided for herein.

(h) United shall have received a ruling of the Commissioner of Internal Revenue, in form and substance reasonably satisfactory to United and its counsel, to the effect that:

(i) The Merger provided for in the Plan will constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1954;

(ii) No gain or loss will be recognized to United, or its shareholders, as a result of the Merger provided for in the Plan, except such gain or loss as may be realized upon the receipt of cash in lieu of fractional shares of Delaware.

ARTICLE XI.

Termination

11.01. This Plan shall automatically terminate at the close of business on February 28, 1967, if the Merger provided for herein shall not have previously been completed.

11.02. Any one of the Constituent Corporations shall have the right to terminate this Plan at any time prior to the Effective Date, by written notice to the other Constituent Corporations, in any of the following events:

(a) If any of the representations and warranties of the other Constituent Corporations contained herein shall be substantially untrue.

(b) If the other Constituent Corporations shall fail to perform any of its agreements contained herein after 10 days' previous written demand for such performance, or if the conditions under Section 10.01 or Section 10.02 are not satisfied.

(c) If the shareholders of any of the Constituent Corporations shall have met to consider the Plan and shall have failed to take the necessary action for the approval of this Plan as required herein at said meeting or any adjournment thereof.

(d) Either VW&R or United may terminate this Plan if, in the opinion of its Board of Directors, shareholders of either or both of said corporations shall have exercised their right of appraisal pursuant to Section 23.01.430 of the Uniform Business Corporation Act of the State of Washington, in an amount which such Board concludes makes the Merger impracticable.

11.03. In the event of termination of this Plan pursuant to this Article XI, (a) this Plan shall become wholly void and of no effect, (b) each of the Constituent Corporations shall pay all expenses incurred by it in connection herewith, and (c) there shall be no obligation or liability on the part of any of the Constituent Corporations to the others; provided that, if such termination shall be pursuant to the provisions of Sections 11.02(a) and 11.02(b), the Constituent Corporations whose action or failure to act caused the termination shall also pay all expenses reasonably incurred by the other Constituent Corporations in connection herewith and such other Constituent Corporations shall not be deemed to have waived any rights provided by law arising out of such action or failure to act; except that, (i) if United breaches its warranty under Sections 9.02(o) or 9.02(r), and VW&R terminates the Plan pursuant to Section 11.02, or (ii) if VW&R breaches its warranty under Sections 9.01(o) or 9.01(q), and United terminates the Plan pursuant to Section 11.02, then there shall be no obligation or liability on the part of any of the Constituent Corporations to the other Constituent Corporations and each of the Constituent Corporations shall pay all expenses incurred by it in connection herewith.

11.04. With the approval of the Board of Directors of each of the Constituent Corporations, this Plan may be abandoned by the Constituent Corporations prior to the Effective Date without liability of any Constituent Corporation to the others.

ARTICLE XII.

Expenses of Merger

12.01. If the Merger provided herein shall become effective, the Surviving Corporation shall pay all the expenses of this Plan and of completing such Merger.

ARTICLE XIII.

Right of Surviving Corporation to Amend Certificate of Incorporation

13.01. The Surviving Corporation hereby reserves the right to amend, alter, change or repeal its Certificate of Incorporation in the manner now or hereafter prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the Certificate of Incorporation on shareholders, directors or officers of the Surviving Corporation, or any person whomsoever, are subject to this reserved power.

ARTICLE XIV.

Amendment of Plan

14.01. With the approval of the Board of Directors of each of the Constituent Corporations, this Plan may be amended at any time prior to the Effective Date, provided that such amendment shall have been approved and adopted by the shareholders of all three of the Constituent Corporations.

ARTICLE XV.

Counterparts

15.01. For the convenience of the parties and to facilitate the filing or recording of this Plan, any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

ARTICLE XVI.

Recitals Part of This Agreement

16.01. The Recitals are a part of this Agreement and it shall be construed consistently with said Recitals.

In WITNESS WHEREOF, this Plan has been duly executed by a majority of the Board of Directors of each of the Constituent Corporations, and each of said Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, all as of the day first above written.

GEO. VAN WATERS
(Geo. Van Waters)

NAT S. ROGERS
(Nat S. Rogers)

M. M. HARRIS
(M. M. Harris)

ROBERT D. O'BRIEN
(Robert D. O'Brien)

FRANK E. JEROME
(Frank E. Jerome)

D. O. HENCY
(D. O. Hency)

TOM W. MOORE
(Tom W. Moore)

CARL E. BIRKENMEYER
(Carl E. Birkenmeyer)

ROBERT S. ROGERS
(Robert S. Rogers)

HARRY HENKE, JR.
(Harry Henke, Jr.)

JOHN F. BOHLER
(John F. Bohler)

Directors of
VAN WATERS & ROGERS, INC.

(Corporate Seal)

ATTEST:

By HARRY HENKE, JR.
(Harry Henke, Jr.)
Secretary of Van Waters & Rogers, Inc.

JAMES H. WILBORG
(James H. Wilborg)

WILLIAM S. STREET
(William S. Street)

JOSEF C. PHILLIPS
(Josef C. Phillips)

NAT S. ROGERS
(Nat S. Rogers)

NORTON CLAPP
(Norton Clapp)

BEN E. EHRLICHMAN
(Ben E. Ehrlichman)

MORITZ MILBURN
(Moritz Milburn)

FLOYD E. ELLIS
(Floyd E. Ellis)

D. K. MACDONALD
(D. K. MacDonald)

Directors of
UNITED PACIFIC CORPORATION

(Corporate Seal)

ATTEST:

By ROGER L. SHIDLER
(Roger L. Shidler)
Secretary of United Pacific Corporation

M. M. HARRIS
(M. M. Harris)

N. STEWART ROGERS
(N. Stewart Rogers)

JAMES H. WIBORG
(James H. Wiborg)

Directors of
VWR UNITED CORPORATION

(Corporate Seal)

ATTEST:

By N. STEWART ROGERS
(N. Stewart Rogers)
Secretary of VWR United Corporation

[15]

CERTIFICATE OF INCORPORATION
of
VWR UNITED CORPORATION

We, the undersigned, for the purpose of associating to establish a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (being the General Corporation Law of the State of Delaware, Title 8, Chapter 1 of the Delaware Code of 1953, as amended), do make and file this Certificate of Incorporation in writing and do hereby certify as follows, to-wit:

ARTICLE I.

The name of the corporation (hereinafter called the Corporation) is
VWR UNITED CORPORATION

ARTICLE II.

The respective names of the County and of the City within the County in which the principal office of the Corporation is to be located in the State of Delaware are the County of Kent and the City of Dover. The name of the resident agent of the Corporation is The Prentice-Hall Corporation System, Inc. The street and number of said principal office and the address by street and number of said resident agent is 229 South State Street, Dover, Delaware.

ARTICLE III.

The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on, are to do any or all the things herein mentioned, as fully and to the same extent as natural persons might or could do, and in any part of the world, viz.:

(1) To manufacture, buy, sell and generally deal in and with, at wholesale and retail, as principal, agent, broker or jobber, all forms of chemicals, oil, metal, adhesives, industrial supplies, scientific apparatus, X-ray equipment, cotton and cotton products, fertilizers and other agricultural supplies, flour and food products, and all other merchandise, commodities and personal property of every type or nature.

(2) To build, buy, lease or otherwise acquire warehouses and grain elevators, and to maintain and operate the same as either public or private warehouses and grain elevators, or both, for the receipt, care, cleaning, handling, processing, storage and other disposition of grains and all other farm products, and to issue both negotiable and non-negotiable elevator and warehouse receipts therefor.

(3) To purchase, invest in and hold and deal in securities of every kind and nature, including without limiting the foregoing, stocks, bonds, evidences of indebtedness and mortgages; to engage in the investment securities business and all or any of the branches thereof.

(4) To hold, purchase, lease, mortgage and convey real and personal property, both in and out of the State of Delaware.

(5) To act as an agent or broker in the transaction of insurance business and any other kind of business.

(6) The Corporation shall have the power to conduct its business in any of the states, territories or colonial possessions of the United States and in foreign countries, and to hold, purchase, lease, mortgage and convey real and personal property, both in and out of the State of Delaware, for any of the purposes of its business.

ARTICLE IV.

(1) The total number of shares which the Corporation is authorized to issue is three million (3,000,000) shares of common stock and the aggregate par value of all of said shares is Three Million Dollars (\$3,000,000.00) and the par value of each share is One Dollar (\$1.00) per share.

(2) The shares of stock of this Corporation may be issued by this Corporation from time to time for such consideration, not less than the par value thereof except as otherwise provided by law, as from time to time may be fixed by the Board of Directors of this Corporation; and all issued shares of the capital stock of this Corporation shall be deemed fully paid and non-assessable and the holders of such shares shall not be liable thereunder to this Corporation or to its creditors.

(3) No shareholder of this Corporation shall have any pre-emptive or preferential right of subscription to any shares of any stock of this Corporation, issued or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors of this Corporation in its discretion from time to time may determine.

(4) The minimum amount of capital with which it will commence business is Two Thousand Dollars (\$2,000.00).

ARTICLE V.

The names and places of residence of each of the incorporators are as follows:

Name	Place of Residence
M. M. Harris.....	1345 San Raymundo Road Hillsborough, California 94010
James H. Wiborg.....	6608 North 46th Street Tacoma, Washington 98407
N. Stewart Rogers.....	2299 Stockbridge Avenue Woodside, California 94062

ARTICLE VI.

The existence of this Corporation is to be perpetual.

ARTICLE VII.

The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

ARTICLE VIII.

The directors shall have power to make and to alter or amend the By-Laws; to fix the amount to be reserved as working capital, and to authorize and cause to be executed, mortgages and liens without limit as to the amount, upon the property and franchise of this Corporation.

We, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true; and we have accordingly hereunto set our respective hands and seals.

DATED at San Francisco, California, this 13th day of September, 1966.

M M HARRIS (L.S)

JAMES H. WIBORG (L.S)

N. STEWART ROGERS (L.S)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

BE IT REMEMBERED that personally appeared before me, a Notary Public in and for the County and State aforesaid, M. M. HARRIS and N. STEWART ROGERS, two of the incorporators who signed the foregoing Certificate of Incorporation, known to me personally to be such, and I having made known to them and each of them the contents of said Certificate of Incorporation, they did severally acknowledge the same to be the act and deed of the signers, respectively, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office this 13th day of September, 1966.

MARION C. MORENCY
Notary Public in and for the
State of California,
County of San Mateo
My Commission Expires Oct. 9, 1967.

STATE OF WASHINGTON }
COUNTY OF KING } ss.

BE IT REMEMBERED that personally appeared before me, a Notary Public in and for the County and State aforesaid, JAMES H. WISBORG, one of the incorporators who signed the foregoing Certificate of Incorporation, known to me personally to be such, and I having made known to him the contents of said Certificate of Incorporation, he did acknowledge the same to be the act and deed of the signer, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office this 14th day of September, 1966.

JAMES R. IRWIN
Notary Public in and for the
State of Washington,
residing at Seattle