

07-10-2000

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Send original documents or copy thereof.

1. Name of conveying party(ies):  
Skystream Corporation

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Skystream Networks Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 555 Clyde Avenue, Suite B  
City: Mountain View State: CA ZIP: 94043

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: January 31, 2000

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
75/902,013 SKYSTREAM NETWORKS

B. Trademark Registration No.(s)  
2,213,864 SKYSTREAM

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andrew P. Bridges / Linda G. Alvarez  
Internal Address: \_\_\_\_\_  
Wilson Sonsini Goodrich and Rosati  
Professional Corporation  
Street Address: 650 Page Mill Road  
\_\_\_\_\_  
City: Palo Alto State: Ca ZIP: 94304-1050

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41) ..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
If fee insufficient please charge:  
23-2415 Attn: 17110-TM1001  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

LINDA G. ALVAREZ                      [Signature]                      05/30/00  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 12

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

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01 FC:481  
02 FC:482

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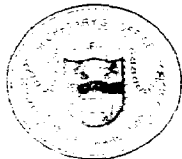
State of Delaware  
Office of the Secretary of State

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "SKYSTREAM CORPORATION", A CALIFORNIA CORPORATION, WITH AND INTO "SKYSTREAM NETWORKS CORPORATION" UNDER THE NAME OF "SKYSTREAM NETWORKS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JANUARY, A.D. 2000, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

3144631 8100M

001048531

AUTHENTICATION: 0229065

DATE: 02-01-00

TRADEMARK  
REEL: 002097 FRAME: 0650

**AGREEMENT AND PLAN OF MERGER  
OF SKYSTREAM NETWORKS CORPORATION  
A DELAWARE CORPORATION  
AND  
SKYSTREAM CORPORATION  
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of January 31, 2000, (the "Agreement") is between SkyStream Networks Corporation, a Delaware corporation ("SkyStream-Delaware") and SkyStream Corporation, a California corporation ("SkyStream-California"). SkyStream-Delaware and SkyStream-California are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. SkyStream-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 85,508,831 shares, 75,000,000 of which are designated "Common Stock", \$0.001 par value, and 10,508,831 of which are designated "Preferred Stock", \$0.001 par value. Of such authorized shares of Preferred Stock, 4,425,000 shares are designated "Series A Preferred Stock," 2,279,831 shares are designated "Series B Preferred Stock" and 3,804,000 shares are designated "Series C Preferred Stock." As of the date of this Agreement of Merger, 1,000 shares of Common Stock are issued and outstanding, all of which were held by SkyStream-California. No shares of Preferred Stock are outstanding.

B. SkyStream-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 30,508,831 shares, 20,000,000 of which are designated "Common Stock", no par value and 10,508,831 of which are designated "Preferred Stock", no par value. Of such authorized shares of Preferred Stock, 4,425,000 shares are designated "Series A Preferred Stock," and 2,279,831 shares are designated "Series B Preferred Stock" and 3,804,000 shares are designated "Series C Preferred Stock." As of the record date of the solicitation of the consent of shareholders at which this Agreement of Merger was approved, 5,321,433 shares of Common Stock, 4,425,000 shares of Series A Preferred Stock, 2,244,446 shares of Series B Preferred Stock and 3,504,000 shares of Series C Preferred Stock were issued and outstanding.

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

D. The respective Boards of Directors of SkyStream-Delaware and SkyStream-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, SkyStream-Delaware and SkyStream-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, SkyStream-California shall be merged with and into SkyStream-Delaware (the "Merger"), the separate existence of SkyStream-California shall cease and SkyStream-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation", and the name of the Surviving Corporation shall be SkyStream Networks Corporation.

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

(a) This Agreement and Merger was 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 on January 3, 2000 and January 3, 2000, respectively;

(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

(d) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the California Corporations Code shall have been filed with the Secretary of State of the State of California.

Pursuant to Section 252 of the Delaware General Corporation Law and Section 1168 of the California Corporations Code, the date and time when the Merger shall become effective, shall be the date upon which subsections (a), (b) and (c) of this Section 1.2 are satisfied and as to SkyStream-California on the day subsection (d) is satisfied, 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 SkyStream-California shall cease and SkyStream-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its 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 its and SkyStream-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of SkyStream-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 SkyStream-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 SkyStream-California in the same manner as if SkyStream-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 SkyStream-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 applicable law.

2.2 Bylaws. The Bylaws of SkyStream-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.

2.3 Directors and Officers. The directors and officers of SkyStream-California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## III. MANNER OF CONVERSION OF STOCK

3.1 SkyStream-California Common Shares. Upon the Effective Date of the Merger, each share of SkyStream-California Common Stock, 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, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

### 3.2 SkyStream-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A Preferred, Series B Preferred, and Series C Preferred Stock of SkyStream-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of SkyStream-California Common Stock as set forth in the SkyStream-California Restated 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 A Preferred, Series B Preferred and Series C Preferred Stock of the Surviving Corporation, \$.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of SkyStream-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 SkyStream-California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of SkyStream-California under, and continue, the 1996 Stock Option Plan ("Stock Option Plan"), and all other employee benefit plans of SkyStream-California. Each outstanding and unexercised option, warrant, other right to purchase, or security convertible into, SkyStream-California Common Stock or SkyStream-California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, warrant, 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 SkyStream-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 SkyStream-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to SkyStream-California Common Stock or Preferred Stock. Such 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, warrants, stock purchase rights and convertible securities equal to the number of shares of SkyStream-California Common Stock and SkyStream-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 SkyStream-California's 1996 Stock Option 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 SkyStream-California 1996 Stock Option 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 SkyStream-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of SkyStream-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by SkyStream-

Delaware, the holder of such shares or any other person, be canceled 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 SkyStream-California Common Stock or Preferred Stock may 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 SkyStream-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 SkyStream-California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

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

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by SkyStream-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of SkyStream-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 SkyStream-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SkyStream-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of SkyStream-Delaware are fully authorized in the name and on behalf of SkyStream-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 SkyStream-California or of SkyStream-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of SkyStream-California or by the sole stockholder of SkyStream-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 555 Clyde Avenue, Suite B, Mountain View, California 94043, 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.



(a) On the Effective Date of the Merger, SkyStream-California shall deliver to SkyStream-Delaware, as agent for the shareholders of SkyStream-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. SkyStream-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 SkyStream-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of SkyStream-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to SkyStream-Delaware as their agent and (ii) SkyStream-Delaware shall be considered to have received a copy of the Statement at the request of the SkyStream-California shareholders for purposes of satisfying SkyStream-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) SkyStream-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 SkyStream-Delaware and SkyStream-California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

SKYSTREAM CORPORATION  
a California corporation

By: James D. Olson  
James D. Olson, President  
and Chief Executive Officer

ATTEST:

Susan Ketcham  
Susan Ketcham  
Secretary

SKYSTREAM NETWORKS CORPORATION  
a Delaware corporation

By: James D. Olson  
James D. Olson, President  
and Chief Executive Officer

ATTEST:

Susan Ketcham  
Susan Ketcham  
Secretary

SKYSTREAM CORPORATION  
(a California corporation)

OFFICERS' CERTIFICATE

James D. Olson and Susan Ketcham certify that:

1. They are the President and the Chief Financial Officer, respectively, of SkyStream Corporation, a corporation organized under the laws of the State of California.

2. The corporation has two authorized classes of stock, designated "Common Stock" and "Preferred Stock." There are authorized 20,000,000 shares of Common Stock and 10,508,831 shares of Preferred Stock. Of the authorized shares of Preferred Stock, 4,425,000 shares are designated as "Series A Preferred Stock", 2,279,831 shares are designated as "Series B Preferred Stock", and 3,804,000 shares are designated as "Series C Preferred Stock.."

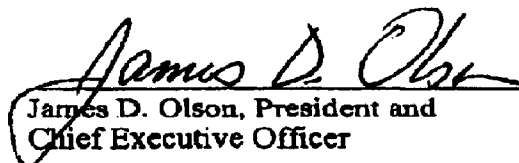
3. There were 5,914,246 shares of Common Stock issued and outstanding, 4,425,000 shares of Series A Preferred Stock issued and outstanding and 2,244,446 shares of Series B Preferred Stock issued and outstanding and 3,504,000 shares of Series C Preferred Stock issued and outstanding as of the record date of the shareholders' approval of the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.

5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of the Common Stock and more than 50% of the votes entitled to be cast by holders of outstanding shares of the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock voting as a single class.

6. The undersigned 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 San Jose, California on January 31, 2000.

  
James D. Olson, President and  
Chief Executive Officer

  
Susan Ketcham, Vice President, Finance and Chief  
Financial Officer

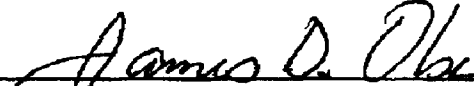
SKYSTREAM NETWORKS CORPORATION  
(a Delaware Corporation)  
(Surviving Corporation)


OFFICERS' CERTIFICATE

James D. Olson and Susan Ketcham certify that:

1. They are the President and Chief Financial Officer, respectively, of SkyStream Networks Corporation, a corporation organized under the laws of the State of Delaware.
2. The corporation has two authorized classes of stock, designated "Common Stock" and "Preferred Stock." There are authorized 75,000,000 shares of Common Stock and 10,508,831 shares of Preferred Stock. Of the authorized shares of Preferred Stock, 4,245,000 shares are designated as "Series A Preferred Stock", 2,279,831 shares are designated as "Series B Preferred Stock", and 3,804,000 shares are designated as Series C Preferred Stock."
3. There are 1,000 shares of Common Stock issued and outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by the sole stockholder of all outstanding shares of Common Stock.
6. The undersigned 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 San Jose, California on January 31, 2000.

  
James D. Olson, President and  
Chief Executive Officer

  
Susan Ketcham, Vice President of Finance and  
Chief Financial Officer

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