

**FILED EFFECTIVE**

**AGREEMENT OF MERGER AND PLAN OF REORGANIZATION**

2007 JUL 16 PM 12:47

SECRETARY OF STATE  
STATE OF IDAHO

By and between ROLPHE ENTERPRISES, LLC an Idaho Limited Liability Company, and ROLPHE INDUSTRIES, INC., an Idaho Corporation.

Agreement of Merger and Plan of Reorganization dated February 27, 2007 by and between ROLPHE ENTERPRISES, LLC, an Idaho limited liability company (hereinafter called "ROLPHE ENTERPRISES") and ROLPHE INDUSTRIES, INC., an Idaho corporation (hereinafter called "ROLPHE INDUSTRIES").

**A. RECITALS:**

A-1. Whereas the Members of ROLPHE ENTERPRISES and the shareholders of ROLPHE INDUSTRIES have resolved that ROLPHE ENTERPRISES and ROLPHE INDUSTRIES should be merged pursuant to the Idaho Limited Liability Company Act, Idaho Code § 53-600 et.seq, and specifically Idaho Code § 53-663 relating to mergers and consolidations between Idaho limited liability companies and other eligible entities, and Idaho Code § 30-1-1102 relating to mergers involving domestic corporations; ROLPHE ENTERPRISES and ROLPHE INDUSTRIES will merge by the Articles of Merger into a single company existing under the laws of the State of Idaho to be known as "ROLPHE INDUSTRIES, LLC", which shall be the surviving company of the merger (such company in its capacity as surviving company may also be referred to herein as the "Surviving Company") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code; and,

A-2. Whereas the members of ROLPHE ENTERPRISES and the shareholders of ROLPHE INDUSTRIES have agreed to the terms of an Operating Agreement to govern the both the affairs of the surviving company and the rights and obligations of the members of the surviving company; and,

A-3. The respective members of ROLPHE ENTERPRISES and the shareholders of ROLPHE INDUSTRIES have unanimously approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties agree in accordance with the laws of the State of Idaho that ROLPHE INDUSTRIES shall be, at the Effective Date as defined in section 1.2 below, merged into a limited liability single company existing under the laws of the State of Idaho, to wit, ROLPHE INDUSTRIES, LLC, which shall be the Surviving Company, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the

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Merger and the mode of carrying the same into effect.

1. Members' Agreement: Filings: Effects of Merger

1.1 Members' Meeting. The members of ROLPHE ENTERPRISES and the shareholders of ROLPHE INDUSTRIES shall meet on February 27, 2007 to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Filing of Articles of Merger; Effective Date. If (a) this Agreement is adopted by the members of ROLPHE ENTERPRISES in accordance with the Idaho Limited Liability Company Act and to the extent relevant, the terms of its Operating Agreement, and; (b) this Agreement has been adopted by the shareholders of ROLPHE INDUSTRIES, in accordance with the Idaho General Business Corporations Act and to the extent relevant, the terms of its Bylaws, and (c) this Agreement is not terminated or abandoned as permitted below, then Articles of Merger shall be filed and recorded in accordance with the Idaho Limited Liability Company Act. The Merger shall become effective at the date and time these Articles of Merger are filed by the office of the Idaho Secretary of State which date and time are herein referred to as the "Effective Date."

1.3 Certain Effects of Merger. On the Effective Date, the separate existence of ROLPHE INDUSTRIES, INC. shall cease, and ROLPHE INDUSTRIES, INC. shall be merged into ROLPHE ENTERPRISES, LLC, which, as the Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of ROLPHE INDUSTRIES, INC.; and all the rights, privileges, powers, and franchises of ROLPHE INDUSTRIES, INC., and all property, real, personal, and mixed, and all debts due to ROLPHE INDUSTRIES, INC. on whatever account, as well for membership rights and interests and all other things and/or causes in or of action or belonging to ROLPHE INDUSTRIES, INC., shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as if they were of ROLPHE INDUSTRIES, INC., and the title to any real estate vested by deed of otherwise, under the laws of Idaho or any other jurisdiction, in ROLPHE INDUSTRIES, INC., shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of ROLPHE INDUSTRIES, INC. shall be preserved unimpaired, and all debts, liabilities, and duties of ROLPHE INDUSTRIES, INC. shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of ROLPHE INDUSTRIES, INC. or the corresponding officers of the Surviving Company, may, in the name of ROLPHE INDUSTRIES, INC., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all ROLPHE INDUSTRIES, INC.'s property, rights, privileges, powers, franchises, immunities, and interests and otherwise to

2.1 Name of Surviving Company. The name of the Surviving Company from and after the Effective Date shall be ROLPHE INDUSTRIES, LLC.

2.2 Articles of Organization of ROLPHE ENTERPRISES, LLC. The Articles of Organization of ROLPHE ENTERPRISES, LLC, as in effect on the date hereof shall from and after the Effective Date shall be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law; except that any Article setting forth the Company Name shall be amended consistently with Section 2.1 hereof.

2.3 Operating Agreement. The Bylaws of ROLPHE INDUSTRIES, INC., as in effect immediately before the Effective Date, shall from and after the Effective Date be, rescinded and be null and void and be replaced in its entirety by the Operating Agreement of ROLPHE INDUSTRIES, LLC executed by the Members of ROLPHE ENTERPRISES and agreed to by the shareholders of ROLPHE INDUSTRIES, INC. on February 27, 2007, which shall then constitute the Operating Agreement of the Surviving Company until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the membership interests of ROLPHE ENTERPRISES, LLC and the shares of ROLPHE INDUSTRIES, INC., are as follows:

3.1 ROLPHE INDUSTRIES, INC. SHARES. Each issued and outstanding share of ROLPHE INDUSTRIES, INC. shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid membership of ROLPHE INDUSTRIES, LLC with the all memberships having only the rights and privileges set forth in the operating agreement of ROLPHE INDUSTRIES, LLC as the Surviving Company.

4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by any party to this Agreement.

4.2 For the convenience of the parties and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument. In compliance with the Idaho Limited Liability Company Act, this Agreement shall be executed in not less than two (2) duplicated originals, both copies of which may be submitted for filing with the Idaho Secretary of State if so required.

IN WITNESS WHEREOF, this Agreement has been executed by ROLPHE INDUSTRIES, INC., and ROLPHE ENTERPRISES, LLC, and their respective shareholders and members all on the date first above written.

IN WITNESS WHEREOF, this Agreement has been executed by ROLPHE INDUSTRIES, INC., and ROLPHE ENTERPRISES, LLC, and their respective shareholders and members all on the date first above written.

ROLPHE ENTERPRISES, LLC.

By:



Ben R. Rolphe, Member and Manager



B. Randy Rolphe, Member and Manager

ROLPHE INDUSTRIES, INC.

By:



B. Randy Rolphe, President



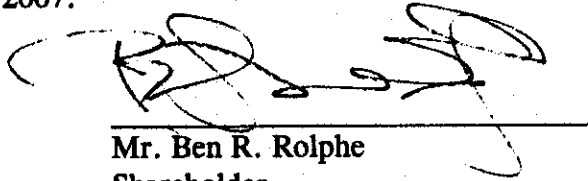
Ben R. Rolphe, Shareholder

**UNANIMOUS  
CONSENT TO ACTION IN LIEU OF  
MEETING OF SHAREHOLDERS**

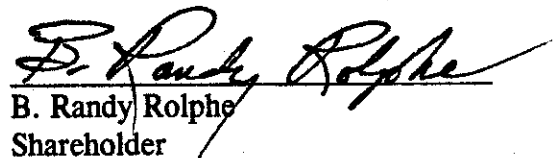
PURSUANT TO the Bylaws of the Corporation and the Idaho General Business Corporations Act, the undersigned, constituting all of the shareholders of ROLPHE INDUSTRIES, INC., an Idaho corporation, unanimously consent to the adoption of the following resolution without a meeting in lieu of a meeting of the shareholders of the corporation:

RESOLVED, that the President and Board of Directors of ROLPHE INDUSTRIES, INC. are hereby authorized to execute any document on behalf of the Corporation to facilitate and cause its merger with Rolphe Enterprises, LLC pursuant to the Agreement of Merger and Plan of Reorganization attached as "Exhibit A" hereto.

DATED this 27 day of February 2007.



Mr. Ben R. Rolphe  
Shareholder



B. Randy Rolphe  
Shareholder