

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Merger of OREGON TRAIL HEIGHTS CORPORATION, an Idaho corporation into B. W., INC., an Idaho corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of merger.

Dated: December 31, 1991



Pete T. Cenarrusa

SECRETARY OF STATE

Doni Sammons

Corporation Clerk

ORIGINAL

ARTICLES OF MERGER
Mergin Dec 31 4 18 PM '91
OREGON TRAIL HEIGHTS CORPORATION
(an Idaho corporation)
Into
B. W., INC.
(an Idaho corporation)
SECRETARY OF STATE

Pursuant to Section 30-1-74 of the Idaho Business Corporation Act

OREGON TRAIL HEIGHTS CORPORATION, an Idaho corporation ("OTH"), and B. W., INC., an Idaho corporation ("Company"), do hereby certify that:

FIRST: OTH and the Company entered into an Agreement and Plan of Merger, dated December 31, 1991 ("Plan of Merger"), which provides for the merger of OTH with and into the Company ("Merger"), which will be the Surviving Corporation. The Plan of Merger is attached hereto as Annex 1 and is hereby incorporated herein by reference.

SECOND: OTH has outstanding one (1) share of Common Stock (\$1.00 par value), which was voted in favor of the Plan of Merger.

THIRD: The Company has outstanding 5,000 shares of Common Stock (\$1.00 par value), all of which were voted in favor of the Plan of Merger.

DATED this 31 day of December 1991.

OREGON TRAIL HEIGHTS CORPORATION

By Dennis M. Baker
Dennis M. Baker, President

By Raju Chacko
RAJU CHACKO, Secretary

B. W., INC.

By Dennis M. Baker
Dennis M. Baker, President

By Raju Chacko
Raju Chacko, Secretary

STATE OF IDAHO)

:SS.

County of Ada)

I, Susan McEwen, a Notary Public, do hereby certify that on this 31st day of December 1991, personally appeared before me DENNIS M. BAKER who, being by me first duly sworn, declared that he is the President of OREGON TRIAL HEIGHTS CORPORATION and B. W., INC. both Idaho corporations, that he signed the foregoing document as President of said corporations, and that the statements contained therein are true.



Susan McEwen

Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 4-9-97

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of December ____, 1991 by and between OREGON TRAIL HEIGHTS CORPORATION, an Idaho corporation ("OTH") and B.W., INC., an Idaho corporation ("Company") (OTH and the Company being sometimes collectively referenced as the "Constituent Corporations").

RECITALS:

A. OTH is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 5,000 shares of capital stock, \$1.00 par value, of which one (1) share were issued and outstanding immediately before the Effective Date (as defined herein).

B. The Company is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 100,000 shares of capital stock, \$1.00 par value, of which 5,000 shares are issued and outstanding.

C. Combining the Constituent Corporations would eliminate duplication of costs and thereby benefit both Constituent Corporations. The boards of directors of OTH and the Company have therefore adopted resolutions declaring advisable the proposed merger of OTH with and into the Company ("Merger") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Constituent Corporations agree to effect the Merger on the terms and conditions set forth herein.

1. Merger.

1.1 **The Merger.** On the Effective Date, OTH shall be merged with and into the Company, which shall be the Surviving Corporation. Thereupon, the separate existence of OTH shall cease.

1.2 **Articles of Merger.** As soon as practicable, the Surviving Corporation will cause Articles of Merger ("Articles of Merger") to be executed, acknowledged and filed with the Secretary of State of Idaho as provided in Section 30-1-74 of the Idaho Business Corporation Act ("Act").

1.3 **Effective Date.** The Merger shall become effective at the later of 11:59 p.m. on December 31, 1989 or the close of business on the day on which the Articles of Merger are filed with the office of the Secretary of State of Idaho (the "Effective Date").

2. Cancellation of OTH Shares. Upon the Effective Date, each share of capital

stock of OTH issued and outstanding immediately prior to the Effective Date shall (without further action of OTH or the Surviving Corporation) thereupon be cancelled.

3. Certain Effects of the Merger.

3.1 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of OTH shall cease and OTH shall be merged into the Company. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and debts due to either the Constituent Corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

3.2 Further Assurances. OTH agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referenced in Section 3.1 and otherwise to carry out the intent and purposes thereof.

4. Surviving Corporation.

4.1 Articles of Incorporation. On the Effective Date, the Articles of Incorporation of the Company shall remain the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed.

4.2 Bylaws. On the Effective Date, the Bylaws of the Company shall remain the Bylaws of the Surviving Corporation until altered, amended or repealed.

4.3 Directors and Officers. Commencing on the Effective Date, the directors and officers of the Company shall remain the directors and officers of the Surviving Corporation. Such directors and officers shall hold office until their successors have been duly elected or appointed and have qualified in accordance with law and the Bylaws of the Surviving Corporation.

5. Miscellaneous.

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5.2 Amendment. This Agreement may be amended with the approval of the board of directors of each party at any time prior to the Effective Date with respect to any of the terms contained herein.


5.3 Agreement to Take Necessary and Desirable Actions. Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary and desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5.5 Captions. The captions are inserted herein for convenience only and shall not be given any legal effect or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger in one or more counterparts which, taken together, shall constitute one Agreement.

OREGON TRAIL HEIGHTS CORPORATION,
an Idaho corporation

By 
Dennis M. Baker, President


ATTEST


_____, Secretary

B.W., Inc.,
an Idaho corporation

By 
Dennis M. Baker, President

ATTEST


Raju Chacko, Secretary