

FILED/EFFECTIVE
AMENDED ARTICLES OF MERGER

2002 FEB 21 PM 4:38

DayBue Publishing, LLC, an Idaho limited liability company (herein "Surviving Company") and DayBue Publishing, Ink., a California corporation (herein "Merging Corporation") adopt the following amended articles of merger for the purpose of merging them into one company

I.

Merging Corporation shall be merged into Surviving Company.

II.

The Plan and Agreement of Merger was approved by the shareholders of the Merging Corporation and the members of the Surviving Company. A copy of the Plan and Agreement of Merger is attached hereto as Exhibit A and is incorporated fully herein.

III.

The shares of Merging Corporation, without any other action on the part of the respective holders thereof, shall become and be converted into interests of the Surviving Company. The sharing ratios of the members of the Surviving Company shall be as follows: Nancy Burke 55%, Christina Burke 5%, Elizabeth Day 20% and J. Christopher Day 20%.

IV.

The Merging Corporation shall, as and when requested by Surviving Company, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

V.

The effect of the merger and the effective date of the merger shall be as soon as possible.

AMENDED ARTICLES OF MERGER -1

IDAHO SECRETARY OF STATE
02/22/2002 05:00
CK: none CT: 39360 BH: 447926
1 @ 30.00 = 30.00 MERGER # 2

W16975

IN WITNESS WHEREOF the parties have executed this Agreement.

DAYBUE PUBLISHING, LLC

By: Nancy Burke
Nancy Burke, Managing Member

DAYBUE PUBLISHING, INK.

By: Nancy Burke
Nancy Burke, President

By: Elizabeth Day
Elizabeth Day, Secretary

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made and entered into on this 17th day of February, 2002, by and between DAYBUE PUBLISHING, LLC, an Idaho limited liability company, having its principal offices in Ketchum, Idaho (hereinafter "Surviving Company"), and DAYBUE PUBLISHING, INC., a California corporation, having its principal offices in San Francisco, California (hereinafter "Merging Corporation").

RECITALS:

A. The total numbers of shares of stock which the Merging Corporation is authorized to issue is 1,000,000, all of one class of stock, with \$1.00 par value per share. The Merging Company has issued 165,000 to Nancy Burke, 15,000 shares to Christina Burke, 60,000 to Elizabeth Day and 60,000 to J. Christopher Day, all of which remain outstanding, and the remaining shares being unissued.

B. The Board of Directors of the Merging Corporation has determined that it is desirable and in the best interest of the Merging Corporation and the respective shareholders that DayBue Publishing, Inc. be merged into DayBue Publishing, LLC.

C. The members of the Surviving Company have determined that it is desirable and in the best interest of the Surviving Company that DayBue Publishing, Inc. be merged into DayBue Publishing, LLC.

D. The sharing ratios of the surviving company are as follows: Nancy Burke 55%, Christina Burke 5% , Elizabeth Day 20%, and J. Christopher Day 20%.

In consideration of the recitals set forth herein and the mutual covenants and promises of the parties hereto, the Surviving Company and the Merging Corporation agree, pursuant to the

California Corporations Code, that DayBue Publishing, Ink. shall be merged into DayBue Publishing, LLC, as a single company pursuant to the following terms and conditions:

SECTION 1. Agreement of Merger. DayBue Publishing, Ink. and DayBue Publishing, LLC, hereby agree with each other to merge into a single company which shall be the Surviving Company.

SECTION 2. Surviving Company. On the effective date of the merger, DayBue Publishing, Ink. shall be merged into DayBue Publishing, LLC, and the separate corporate existence of DayBue Publishing, Ink. shall cease and the existence of DayBue Publishing, LLC, shall continue under the name of DayBue Publishing, LLC, an Idaho limited liability company. DayBue Publishing, LLC, shall become the owner without other transfer of all the property, whether real or personal, of both DayBue Publishing, Ink., and DayBue Publishing, LLC, and DayBue Publishing, LLC, shall become subject to and shall assume all of the debts and liabilities of DayBue Publishing, Ink. in the same manner as if DayBue Publishing, LLC, had itself incurred them. This merger shall not impair, alter, or modify any of the rights or liens of creditors or third persons unless provided for elsewhere and shall not alleviate or change any obligation, right or interest currently held by DayBue Publishing, Ink..

SECTION 3. Corporate Office. The corporate office of DayBue Publishing, LLC, shall be located at 455 N. Bigwood Drive, Ketchum, Idaho 83340, and it shall be the corporate office of the Surviving Company after the merger.

SECTION 4. Objects and Purposes. The nature of the business and the object and purposes to be transacted, promoted and carried on by the Surviving Company following the

merger will be publishing and said operations may be conducted both inside and outside of the state of Idaho.

SECTION 5. Articles of Organization. The Articles of Organization of DayBue Publishing, LLC, shall not require any amendments thereto arising from the merger and shall continue to be the Articles of Organization following the effective date of the merger.

SECTION 6. Names and Addresses of Members. The names and addresses of the persons who shall constitute the members of DayBue Publishing, LLC, shall be as follows:

Nancy Burke
P.O. Box 5927
455 N. Bigwood Drive
Ketchum, ID 83340

Elizabeth Day
P.O. Box 5927
455 N. Bigwood Drive
Ketchum, ID 83340

J. Christopher Day
P.O. Box 5927
455 N. Bigwood Drive
Ketchum, ID 83340

SECTION 8. Names and Addresses of Managing Member. The name and address of the managing member of DayBue Publishing, LLC, is as follows:

Nancy Burke
455 N. Bigwood Drive
P.O. Box 5927
Ketchum, ID 83340

SECTION 9. Method of Converting Shares. Immediately upon the effective date of this merger, as such date is hereinafter set forth, the shares of DayBue Publishing, Ink., without any other action on the part of the respective holders thereof, shall become and be converted into

interests of DayBue Publishing, LLC. The sharing ratios of the members of DayBue Publishing, LLC, shall be as follows: Nancy Burke 55%, Christina Burke 5%, Elizabeth Day 20% and J. Christopher Day 20%.

SECTION 10. Dividends and Distributions Prior to Merger. Until this Agreement becomes effective or is abandoned by the Merging Corporation or the Surviving Company, the Merging Corporation may not pay dividends on shares of issued common stock and the Surviving Company may not make any distributions.

SECTION 11. Extraordinary Transactions. Neither the Merging Corporation or the Surviving Company shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by or necessary to carry out this Agreement.

SECTION 12. Submission to Stockholders and Members. This Agreement shall be submitted to the Stockholders of the Merging Corporation and the members of the Surviving Company in the manner provided by the California Corporations Code. If the affirmative vote of adoption is received by both the stockholders of the Merging Corporation and the members of the Surviving Company representing a majority of the total number of issued and outstanding shares of capital stock of the Merging Corporation, and the majority of the sharing ratios of the Surviving Company, this Agreement shall, subject to the provisions of Section 16, immediately take effect as the Agreement of the merger between the Merging Corporation and the Surviving Company.

SECTION 13. Abandonment of Merger. Notwithstanding anything to the contrary herein contained, if the Board of Directors of the Merging Corporation or the members of the Surviving

Company should determine, either before or after the meeting of the stockholders or members to vote on the adoption or rejection of this Agreement, that for any legal, financial, economic, or business reason deemed sufficient by the Board of Directors of the Merging Corporation or the members of the Surviving Company, that it is not in the best interest of either the Merging Corporation or the Surviving Company to consummate the merger, either the Board of Directors of the Merging Corporation or the members of the Surviving Company may abandon the merger by directing either the officers of the Merging Corporation or the managing members of the Surviving Company to refrain from executing or satisfying this Agreement and thereupon this Agreement shall be void, and of no further effect.

SECTION 14. Registered Agent. The registered agent of DayBue Publishing, LLC, on the effective date of the merger shall continue as the registered agent of DayBue Publishing, LLC, after the merger.

SECTION 15. Filings in Other States. Both the Merging Corporation and the Surviving Company shall cooperate in identifying all states in which additional filings or transfers need to be made, including, but not limited to the state of California. The parties shall execute all documents and take all actions or steps necessary to consummate or finalize the merger contemplated by this Agreement.

SECTION 16. Effective Date. The effective date of this merger shall be the date when the certificate of merger is issued by the Secretary of the State of Idaho. The Merging Corporation and the Surviving Company shall cooperate to ensure the effective date is as soon as possible.

SECTION 17. Governing Law. This Agreement shall be governed by and construed

under the laws of the State of Idaho.

SECTION 18. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.

SECTION 19. Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs and assigns of the respective parties hereto.

SECTION 20. Headings. Headings in this Agreement are for convenience only and shall not be used or referred in construing or applying the terms hereof.

EXECUTED this 11th day of FEBRUARY, 2002.

DAYBUE PUBLISHING, INK.

By: Nancy Burke, President
Nancy Burke, President

By: Elizabeth Day, Secretary
Elizabeth Day, Secretary

DAYBUE PUBLISHING, LLC

By: Nancy Burke, Managing Member
Nancy Burke, Managing Member