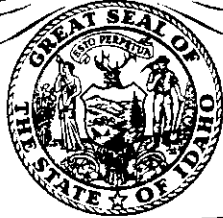


State of Idaho



Department of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

IDAHO LAND CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Twenty-third** day of **November**, 19 **64**, original articles of amendment, as provided by Section s 30-146, 30-147, 30-151 and 30-152, Idaho Code, Agreement of Merger by and between UNITED HOLDINGS, INC., and IDAHO LAND CORPORATION, both Idaho corporations, the latter being the surviving corporation.

and that the said articles of amendment contain the statement of facts required by law, and ~~will~~ ^{will be} recorded on ~~Edison~~ **microfilm** of Record of Domestic Corporations of the State of Idaho.


I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **23rd** day of **November**, A. D., 19 **64**.

Secretary of State


CERTIFICATE

The undersigned, D. F. BICKEL, Secretary of United Holdings, Inc., hereby certifies that at a special meeting of the stockholders of United Holdings, Inc., held pursuant to proper notice on the 26th day of March, 1964, at Boise, Idaho, to vote on the proposed merger of United Holdings, Inc., of Boise, Idaho, with Idaho Land Corporation of Twin Falls, Idaho, there were 314,989 shares of stock represented in person or by proxy out of a total of 352,766 shares issued and outstanding on said date. That there was a total of 314,989 shares or 89.2% of the total issued and outstanding shares voted for the merger. That the Chairman of the Meeting, Gwinn F. Rice, declared the merger proposal approved by the stockholders of United Holdings, Inc.


Secretary.

CERTIFICATE

The undersigned, GEORGE A. LYDA, Assistant Secretary-Treasurer of Idaho Investment Corporation, formerly Idaho Land Corporation, hereby certifies that at the annual meeting of stockholders of Idaho Land Corporation held pursuant to proper notice on the 13th day of April, 1964, at Twin Falls, Idaho, to vote upon the proposed merger of Idaho Land Corporation of Twin Falls, Idaho, with United Holdings, Inc., of Boise, Idaho, there were 1,820,681 shares of stock represented in person or by proxy out of a total of 2,070,738 shares issued and outstanding on said date. That there was a total of 1,820,681 shares or 87.9% of the total issued and outstanding shares voted for the merger. That the Chairman of the Meeting, Fred M. Frazier, declared the merger proposal approved by the stockholders of Idaho Land Corporation.


Assistant Secretary-Treasurer

MERGER AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of February, 1964, between THE IDAHO LAND CORPORATION, an Idaho corporation, and the undersigned directors of said corporation (hereinafter sometimes jointly referred to as Idaho Land), and UNITED HOLDINGS, INC., an Idaho corporation, and the undersigned directors of said corporation (hereinafter sometimes jointly referred to as United Holdings), WITNESSETH:

WHEREAS, The Idaho Land Corporation is an Idaho corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, United Holdings, Inc., is a corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, The Idaho Land Corporation has an authorized capital of \$2,500,000 consisting of 10,000,000 shares of stock at no par value, of which 1,942,888 shares are currently outstanding; and

WHEREAS, United Holdings, Inc., has an authorized capital of \$1,000,000 divided into 1,000,000 shares of common stock of one class having a par value of \$1.00 per share, of which 352,766 shares are issued and outstanding; and

WHEREAS, Idaho Land and United Holdings, acting through their respective Boards of Directors, desire to merge pursuant to the statutes of the State of Idaho and for such purpose agree as hereinafter appears;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter contained, and in compliance with the statutes of the State of Idaho, it is hereby agreed that the

said Idaho Land and the said United Holdings shall be and they are hereby merged into Idaho Land and that the said constituent corporations shall hereafter be the single corporation, Idaho Land, which is hereby designated the surviving corporation, and the parties hereto do hereby agree and prescribe that the laws which shall govern the corporate existence of the surviving corporation shall be the laws of the State of Idaho, and that the terms and conditions of said merger shall be as set forth in the following articles:

ARTICLE I

The name of the surviving corporation shall be The Idaho Land Corporation.

ARTICLE II

The properties of the two constituent corporations which are to be merged consist of mortgages, deeds of trust, stocks, securities, furniture, fixtures, cash in banks and otherwise held, receivables, real estate, and other property both real and personal.

ARTICLE III

The Articles of Incorporation of Idaho Land, as amended to date, constitute the current, valid and subsisting Articles as of the date hereof. The Articles of Incorporation of United Holdings constitute the current, valid and subsisting Articles as of the date hereof. All officers and directors signatory hereto have been duly elected and appointed and are currently qualified and acting for their respective companies.

ARTICLE IV

The manner of carrying the merger into effect and of converting the shares of United Holdings into shares of Idaho Land is as follows:

a. Upon the merger of Idaho Land and United Holdings, the separate existence of United Holdings shall cease and Idaho Land, without other transfer being required, shall succeed to and become the owner of all the rights, assets and properties of both constituent corporations, and all the rights, privileges and franchises and all property and all subscriptions and debts due of whatever kind of both corporations, without further act or deed, shall be deemed transferred to and vested in Idaho Land and Idaho Land shall assume and be subject to all debts, liabilities and outstanding contracts of both corporations.

b. The Articles of Incorporation of Idaho Land, as amended to date, shall be the Articles of Incorporation of the surviving corporation, Idaho Land Corporation, which hereby reserves the right to alter, amend or repeal its Articles of Incorporation as now constituted in the manner now or hereafter prescribed by statute, and all rights and powers of whatever nature conferred in said Articles of Incorporation are conferred herein upon stockholders, directors, officers, or any other person whomsoever, are subject to this reserved power.

c. The officers and directors of Idaho Land on the effective date of the merger shall be the officers and directors of the surviving corporation. However, Idaho Land may at its option appoint to its Board of Directors any members of the current Board of Directors of United Holdings who agree to such appointment.

d. The manner and basis of converting the shares of United Holdings into shares of Idaho Land is as follows:

1. Each share of the capital stock of Idaho Land, outstanding, or subject to subscription agreement or option rights on the effective date of this agreement, shall be and remain outstanding as a share of the capital stock of the surviving corporation and in the case of subscription agreements, upon appropriate payment therefor shares shall be issued as outstanding shares of the capital

MERGER AGREEMENT - PAGE THREE

stock of the surviving corporation.

2. On the effective date of the merger, Idaho Land shall issue to each shareholder of United Holdings one share of Idaho Land for every three shares of United Holdings held by such shareholder, and said shares of United Holdings shall be delivered to Idaho Land for cancellation. Failure on the part of shareholders of United Holdings to deliver their shares to Idaho Land for cancellation shall constitute a waiver on the part of the shareholder concerned to receive any dividends or distribution, in cash, property or stock, which might otherwise accrue or attach to the Idaho Land shares such United Holdings shareholder is entitled to receive under the terms of this merger.

3. In order to facilitate distribution of Idaho Land shares to the shareholders of United Holdings, fractional shares of Idaho Land shall not be issued, and one share of Idaho Land shall be issued for any single or two remaining shares owned by any United Holdings shareholder after dividing the total owned by said shareholder by three.

e. All directors and officers of United Holdings agree to take the shares of Idaho Land received pursuant to this merger for investment and not for distribution at any fixed future date.

f. United Holdings shall, from time to time, as requested by Idaho Land, execute such documents and do such other acts and things or cause them to be done as Idaho Land shall deem reasonably necessary or advisable in order to vest in and confirm to Idaho Land title to and possession of the rights, properties, assets and business, including contracts, and otherwise carry out the full intent and

purpose of this agreement of merger, including the participation in such litigation or proceedings as Idaho Land shall deem reasonably required to carry out the full intent and purpose of this agreement of merger, and to consummate this agreement.

g. Idaho Land shall pay all expenses of effecting the merger subject to the audit provisions hereafter stipulated, and shall therefor determine expenses to be incurred for that purpose.

ARTICLE V

Anything to the contrary notwithstanding, this agreement contemplates an audit, inventory and verification of the assets and liabilities of each of the constituent corporations at the discretion of each corporation. And, if as a result of any such audit, inventory and verification, the board of directors of either corporation shall determine, before the meeting of stockholders such corporation held for the purpose of voting on the adoption of the agreement of merger, that in the interest of such corporation it is inadvisable to consummate the merger, the board of directors of that corporation shall by registered mail notify the other corporation and abandon the merger by directing the officers of the withdrawing corporation to refrain from any further proceedings directed to completing the merger and thereupon this agreement shall be void and of no effect whatever and without liability on the part of either constituent corporation or its board of directors, officers, stockholders or promoters, except that in the event of such withdrawal, the corporation electing to withdraw shall pay all expenses incurred by it in connection with this agreement and proceedings hereunder including the audit upon which the withdrawal is based. Such audit as either corporation shall deem necessary shall

be accomplished prior to the meeting of stockholders of both constituent corporations.

ARTICLE VI

Each constituent corporation agrees to forthwith proceed to accomplish approval of this agreement by the stockholders, and approval of such other governmental agencies as are required by law.

ARTICLE VII

It is expressly agreed that the effective date of the merger shall be the date when both corporations have approved the same by vote of their stockholders as provided by law.

ARTICLE VIII

Except as identified and listed in Exhibit A attached hereto, each of the officers and directors of United Holdings signatory hereto warrant and represent that there is no money due him from United Holdings and that he has no claim, demand, or cause of action against United Holdings, and further that he is not associated with any firm, partnership, association or corporation having any money due it from United Holdings or any such claims against United Holdings.

ARTICLE IX

Each constituent corporation agrees to execute such supplemental agreements as appear desirable to implement the purposes of this agreement. For the convenience of the parties hereto and in order to facilitate filing of this agreement as required by law, any number of copies hereof may be executed and each such copy shall be deemed to be an original instrument whether or not such copies shall be signed by all persons required.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers and directors duly authorized by the proper board of directors as of the date first above written.

THE IDAHO LAND CORPORATION

By *James R. Hester*
President

ATTEST:

Lytle M. Jones
Secretary

FOR THE IDAHO LAND CORPORATION:

Robert L. Hester
James R. Hester
Robert L. Hester

Lytle M. Jones
Hester

Constituting the entire board of directors of The Idaho Land Corporation

ATTEST:

Lytle M. Jones
Secretary

UNITED HOLDINGS, INC.

By *W. H. Hester*
President

ATTEST:

D. F. Bidul
Secretary

FOR UNITED HOLDINGS, INC.:

James R. Hester
Robert L. Hester

J. G. Thompson
James L. Dwyer
D. F. Bickel

Constituting the entire board of directors of United Holdings, Inc.

ATTEST:

D. F. Bickel
Secretary

"EXHIBIT A"

Dwight F. Bickel
(This does not include fees for services
in connection with this merger.)

Neil Buchanan

Due

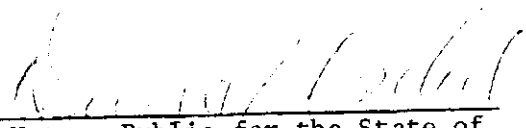
\$1,000.00

** 5,000.00, payable
on or before August 10, 1984*

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 15th day of April, 1964, before me, the undersigned Notary Public in and for said State, personally appeared NORMAN R. HORWITZ, known to me to be the President of Idaho Land Corporation, and NEIL BUCHANAN, known to me to be the President of UNITED HOLDINGS, INC., the persons who executed the within documents on behalf of said corporations, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Notary Public for the State of
Idaho, Residing at ~~Twin Falls, ID~~
Boise Idaho.