



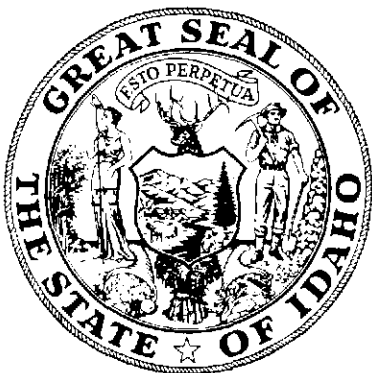
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of merger of HONCO, INC., an  
Idaho corporation

into PLANNED DEVELOPMENT then change the name to THE HONE COMPANY,  
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 January 24, 19 80.



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

**FILED**

JAN 24 4 12 PM '80  
SECRETARY OF STATE

ARTICLES OF MERGER OF  
PLANNED DEVELOPMENT, INC.  
(An Idaho Corporation)

and

HOMCO, INC.  
(An Idaho Corporation)

into

THE HOME COMPANY  
(An Idaho Corporation)

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST

The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated this 21<sup>st</sup> day of January, 1980, between Planned Development, Inc., an Idaho corporation, hereinafter referred to as "PDI" and sometimes referred to as the "Surviving Corporation", and HOMCO, INC., an Idaho corporation, hereinafter referred to as "Homco" and sometimes referred to as the "Merging Corporation", which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

RECITALS:

1. Both PDI and Homco are validly organized, existing and in good standing under the laws of the State of Idaho.

2. PDI has an authorized capital of two hundred fifty (250) shares of nonassessable common stock without par value and one thousand (1,000) shares of nonassessable preferred stock having a par value of \$100.00 per share. One hundred (100) shares of the common stock of the corporation are issued and outstanding; two hundred ninety (290) shares of the preferred stock of the corporation are issued and outstanding.

3. Homco has an authorized capital of five thousand (5,000) shares of common stock, each having a par value of \$1.00 per share. Three hundred (300) shares of the common stock of Homco are issued and outstanding.

4. The boards of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into PDI in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Plan and Agreement of Merger in connection with the merger.

NOW, THEREFORE, for and in consideration of the Recitals and the mutual covenants and promises of the parties hereto, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be PDI, the Surviving Corporation, (whose name shall be changed and whose Articles of

Incorporation shall be amended in other respects as provided herein) pursuant to the laws of the State of Idaho, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth:

1. PDI to be Surviving Corporation. On the effective date of the merger, the Merging Corporation shall be merged with and into PDI and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named "The Home Company", an Idaho corporation, which shall be the surviving corporation.

2. Amendment to Articles of Incorporation to Change Name of Surviving Corporation. The Articles of Incorporation of PDI, as amended, which are set forth in Exhibit "A" to this Agreement, shall be amended in the following particulars:

The name of PDI, as it is set forth in Article I shall be changed to "The Home Company", an Idaho corporation.

Said amended Articles of Incorporation shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the corporation law of the State of Idaho.

3. Bylaws of Surviving Corporation. The bylaws of PDI in effect immediately prior to the effective date of the merger shall continue to be the bylaws of the Surviving Corporation, until altered or repealed in the manner provided by law in such bylaws.

4. Directors and Officers of Surviving Corporation. The directors of PDI immediately prior to the effective date of the merger shall continue to be the directors of the Surviving Corporation, to hold office for the terms specified in the bylaws of the Surviving Corporation and until their respective successors are duly elected and qualified. The officers of the Surviving Corporation shall be as follows until their respective successors are duly elected and qualified:

President	Bryce L. Peterson
Vice President	Grant E. March
Secretary/Treasurer	Patrick K. March

5. Manner and Basis of Conversion of Shares. The treatment of the shares of PDI and the manner of converting the shares of Homco into shares of common stock of the Surviving Corporation shall be as follows:

(a) Each share of common stock of PDI which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable share of the Surviving Corporation's common stock without par value.

(b) Each share of preferred stock of PDI which is issued and outstanding or its treasury immediately prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable of the Surviving Corporation's preferred stock with a par value of \$100.00 each.

(c) Each share of the Merging Corporation's common stock which is issued and outstanding immediately prior to the effective date of the merger shall, by virtue of the merger, be converted into and become, without action on the part of the holder of such common stock, one tenth (1/10) of one fully paid and nonassessable share of the common stock of the Surviving Corporation.

(d) As soon as practicable after the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by the Merging Corporation shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which he is entitled.

(e) The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the corporation laws of the State of Idaho with respect to the rights of dissenting shareholders.

6. Effect of Merger. On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular

right, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, 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 either of the Constituent Corporations shall not revert or be in any impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after the merger becomes effective, it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who

were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights of the Surviving Corporation. For such purposes, the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

7. Submission to Stockholders; Effective Date. This Agreement shall be submitted to the stockholders of the Constituent Corporations pursuant to law, and if the votes of the stockholders of each such corporation representing a majority of the shares entitled to vote thereon shall be in favor of the adoption of this agreement, it shall, subject to the provisions of Section 8 of this Agreement take effect as the agreement of merger of the Constituent Corporations on the date on which it is filed in the Office of the Secretary of State of the State of Idaho, together with evidence of its adoption as required by law.

8. Abandonment of Merger. Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the board of directors of either the Surviving Corporation or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, if either board of directors determines that for any legal, financial, economic or business reason being sufficient by such board, it is not in the



interest of the corporation it represents, or the stockholders of such corporation, or is otherwise inadvisable or impracticable to consummate the merger.

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto this \_\_\_\_ day of January, 1980.

PLANNED DEVELOPMENT, INC.

By: \_\_\_\_\_

President

ATTEST:

Secretary

HOMCO, INC.

By: \_\_\_\_\_

President

ATTEST:

Secretary

STATE OF IDAHO )  
County of Ada ) ss.

On this 21 day of January, 1980, before me, the undersigned, a notary public in and for said state, personally appeared, Patrick K. March and Bryce L. Peterson, known to me to be the President and Secretary, respectively of PLANNED DEVELOPMENT, INC. and acknowledged to me that they signed the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Kim M. Wegener  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO )  
                  )ss.  
County of Ada )

On this 21<sup>st</sup> day of January, 1980, before me, the undersigned, a notary public in and for said state, personally appeared Bryce L. Peterson and Patrick R. March, known to me to be the President and Secretary, respectively, of HOMCO, INC. and acknowledged to me that they signed the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Kim M. Wegener  
Notary Public for Idaho  
Residing at Boise, Idaho

SECOND

As to each of the undersigned corporations, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>
Planned Development, Inc.	100 Common
	290 Preferred (non-voting)
Homco, Inc.	300 Common

*[Handwritten initials: REM, KM]*

THIRD

As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Planned Development, Inc.	100	-0-
Homco, Inc.	300	-0-

DATED this 21<sup>st</sup> day of January, 1980.

PLANNED DEVELOPMENT, INC.

By: *Patrick K. March*  
President

Attest: *Eric J. Peterson*  
Secretary

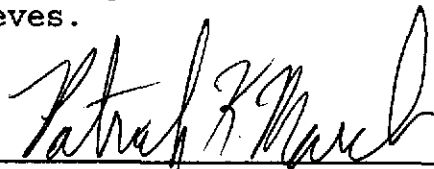
HOMCO, INC.

By: *Eric J. Peterson*  
President

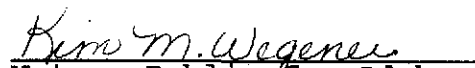
Attest: *Patrick K. March*  
Secretary

STATE OF IDAHO )  
                  )ss.  
County of Ada )

The undersigned certifies that he is the President of PLANNED DEVELOPMENT, INC., and further certifies that the matters contained in the foregoing Articles of Merger are true and correct in all respects as he verily believes.

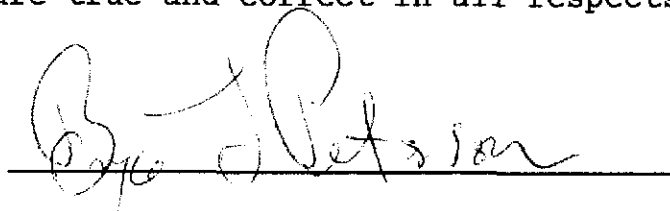
  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of January, 1980.

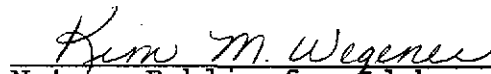
  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO )  
                  )ss.  
County of Ada )

The undersigned certifies that he is the President of HOMCO, INC., and further certifies that the matters contained in the foregoing Articles of Merger are true and correct in all respects as he verily believes.

  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of January, 1980.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho