



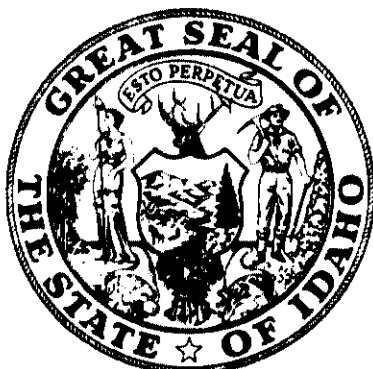
Department of State.

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 SNAKE RIVER CONSTRUCTION, INC., an Idaho corporation, merging into LONE PINE EQUIPMENT COMPANY, INC., an Idaho corporation; the survivor changing its name to SNAKE RIVER CONSTRUCTION, INC., 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 April 16, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

Shay I. Clark
Corporation Clerk

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'91 APR 16 AM 8 45 PLAN AGREEMENT OF MERGER

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Between

LONE PINE EQUIPMENT CO., INC.
An Idaho Corporation
(The Surviving Corporation)

and

SNAKE RIVER CONSTRUCTION, INC.
An Idaho Corporation
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, dated this 1st day of January, 1991, between LONE PINE EQUIPMENT CO., INC. an Idaho corporation (hereinafter referred to as "Lone Pine" and sometimes referred to as the "Surviving Corporation") and SNAKE RIVER CONSTRUCTION, INC., an Idaho corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter referred to as the "Constituent Corporations".

FIRST

Recitals

The Surviving Corporation is validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Idaho.

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 Lone Pine Equipment, Inc. in accordance with the provisions of applicable statutes of the State of Idaho and have entered into this Agreement of Merger in connection with the merger. Also the Boards of Directors of the Constituent Corporations deem it advisable and in the best interest of their respective corporations and stockholders that the Surviving Corporation be renamed "SNAKE RIVER CONSTRUCTION, INC.".

SECOND

Agreement of Merger

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Lone Pine Equipment Company, Inc. 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:

On the effective date of the merger, the Merging Corporation shall be merged with and into Lone Pine Equipment Co., Inc. and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named LONE PINE EQUIPMENT COMPANY, INC. (prior to the name change - then SNAKE RIVER CONSTRUCTION, INC. after the name change) an Idaho corporation, which shall be the Surviving Corporation.

THIRD

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of Lone Pine Equipment Company, Inc. 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.

Such Amended Articles of Incorporation, as thus set forth, may be certified separately from this Agreement as the Amended Articles of Incorporation of the Surviving Corporation.

FOURTH

BY-LAWS OF SURVIVING CORPORATIONS

The By-Laws of Lone Pine Equipment Co., Inc. in effect immediately prior to the effective date of the merger shall continue to be the By-Laws of the Surviving Corporation, until altered or repealed in the manner provided by law and such By-Laws.

FIFTH

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of Lone Pine immediately prior to the effective date of the merger shall continue to be the Directors of the Surviving Corporation, with one exception - Kelly Walker shall also be a Director of the Surviving Corporation, as all stockholders are Directors. The officers shall hold office for the terms specified in the By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of Snake River Construction, Inc., the manner of converting the shares of the Merging Corporation into shares of series B common stock of the

Surviving Corporation, (series A stock is owned totally by Danny Johnson, Gloria Johnson, and Artell Aslett), and the treatment of outstanding options to purchase shares of the Merging Corporations, if any, shall be as follows:

1. Each share of Common Stock (series A and B, of Lone Pine Equipment Company, Inc. 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 non assessable share of the Surviving Corporation's Common Stock with a par value of \$1,000 each.

2. Each share of the Merging Corporation's Common Stock which is issued and outstanding immediately prior to the effective date of the merger, shall be virtue of the merger be converted into and become, without action on the part of the holder of such series B Common Stock 59/100 share of full paid and nonassessable series B Common Stock of the Surviving Corporation. Each outstanding certificate for Common Stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of Series B only. common stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above.

As soon as the merger is complete, new stock certificates will be issued to replace the stock ownership of the merging company.

SEVENTH

Effect of Merger

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

The Surviving Corporation agrees that it may be served with process in the State of Idaho, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

EIGHTH
ACCOUNTING AND STATED CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$ N/A.

NINTH
REPRESENTATIONS AND WARRANTIES

The Surviving Corporation and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock, except upon the exercise of presently outstanding options, or make any other distribution on or with respect of their outstanding stock.

TENTH
EFFECTIVE DATE

The effective date of the merger and name change provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the respective laws of the State of Idaho is performed.

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 the 1st day of January, 1991.

ATTEST:

LONE PINE EQUIPMENT CO., INC.

Shirley C. Johnson

By Artell Artell
"Surviving Corporation"

ATTEST:

SNAKE RIVER CONSTRUCTION, INC.

Shirley C. Johnson

By Billy Walker
"Merging Corporation"

By Artell Aslett

By Danny K. Johnson

By Kelly Walker

By Gloria C. Johnson

All stockholders in the
Constituent Corporations

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

On this 1 day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared ARTLELL ASLETT and ~~GLORIA C. JOHNSON~~ known to me to be the President and ~~Secretary~~, respectively, of LONE PINE EQUIPMENT CO., INC., an Idaho Corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledge to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Artell Aslett and Gloria C. Johnson acknowledged said instrument to be the free act and deed of said corporation.

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

Gloria C. Johnson

Notary Public in and for said
County and State

My commission expires 1-27-93

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

On this 1 day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared KELLY WALKER and ~~GLORIA C. JOHNSON~~ known to me to be the President and ~~Secretary~~, respectively, of SNAKE RIVER CONSTRUCTION, INC., an Idaho corporation, a said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument

was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Kelly Walker and ~~Gloria C. Johnson~~ acknowledged said instrument to be the free act and deed of said corporation.

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

Gloria C. Johnson

Notary Public in and for said
County and State

My commission expires 1-27-93

STATE OF IDAHO

)

)ss.

County of Twin Falls

On this 1 day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared ARIELL ASLETT, DANNY K. JOHNSON, KELLY WALKER, and ~~Gloria C. Johnson~~, all stockholders of the Constituent Corporations, and acknowledged to me that said persons are stockholders and that they signed the foregoing document as stockholders of the Constituent Corporations, and that the statements therein contained are true.

Gloria C. Johnson

Notary Public in and for said
County and State

My commission expires 1-27-93

STATE OF IDAHO

)

) ss.

County of Twin Falls

)

On this 1 day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared GLORIA C. JOHNSON known to me to be the Secretary of SNAKE RIVER CONSTRUCTION, INC., an Idaho corporation, and secretary of LONE PINE EQUIPMENT CO., INC. and said corporations being both of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seals affixed to said instrument are the corporate seals of said corporations and that said instrument was signed and sealed in behalf of said corporations by authority of its Board of Directors, and said Gloria C. Johnson acknowledged said instrument to be the free act and deed of said corporations.

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

Bonnie Templeman

Notary Public in and for said
County and State

My commission expires 2-12-96

STATE OF IDAHO

)

) ss.

County of Twin Falls

)

On this day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared ARIELL ASLETT, DANNY K. JOHNSON, KELLY WALKER, AND GLORIA C. JOHNSON, all stockholders of the Constituent Corporations, and acknowledged to me that said persons are stockholders and that they signed the foregoing document as stockholders of the Constituent Corporations, and that the statements therein contained are true.

Notary Public in and for said
County and State

My commission expires

VERIFICATION

STATE OF IDAHO)
) SS
COUNTY OF Twin Falls

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I, Bonnie Templeman, a notary public, do hereby
certify that on this 15 day of April, 1991,
personally appeared before me Gloria Johnson who, being by me
first duly sworn, declared that he is the Secretary of
Lone Pine Equipment & Snake River Const.
that he signed the foregoing document as Secretary of
the corporation, and that the statements therein contained are true.

Bonnie Templeman
Notary Public for Idaho
Residing at: File Idaho
My commission expires: 3-12-96