

73128

State of Idaho

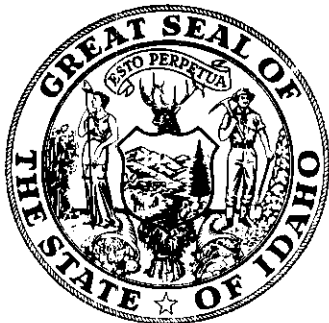
Department of State

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 EAGLE HELICOPTER HOLDINGS, INC. an Idaho corporation file number C 118093 into EAGLE HELICOPTERS, INC. an Idaho corporation file number C 73128, duly executed 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 31, 1997



Pete T. Cenarrusa
SECRETARY OF STATE

By *Sherry Redmes*

Jan 31 4 17 PM '97
SECRETARY OF STATE
STATE OF IDAHO

ORIGINAL

ARTICLES OF MERGER

Merging

EAGLE HELICOPTER HOLDINGS, INC.
(an Idaho corporation)

Into

EAGLE HELICOPTERS, INC.
(an Idaho corporation)

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

EAGLE HELICOPTER HOLDINGS, INC., an Idaho corporation ("Holdings"), and
EAGLE HELICOPTERS, INC., an Idaho corporation ("Kachina"), do hereby certify that:

FIRST: Holdings and Kachina entered into an Agreement and Plan of Merger, dated as of January 31, 1997 (the "Plan of Merger"), which provides for the merger (the "Merger") of Holdings with and into Kachina, which will be the Surviving Corporation. The Plan of Merger is attached hereto as **Exhibit "A"** and is hereby incorporated herein by reference.

SECOND: Holdings has outstanding five (5) shares of Common Stock (without par value), all of which were voted in favor of the Plan of Merger.

THIRD: Kachina has outstanding 1,000 shares of Common Stock (\$1.00 par value), all of which were voted in favor of the Plan of Merger.

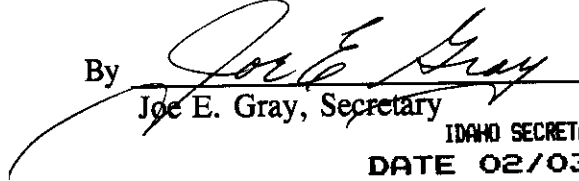
DATED as of the 31st day of January 1997.

EAGLE HELICOPTER HOLDINGS, INC.

By


Keith A. Watson, President

By


Joe E. Gray, Secretary

IDAHO SECRETARY OF STATE
DATE 02/03/1997
0900 60488 2
CK #: 66953 CUST# 20168
MERGER 1@ 30.00= 30.00

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EAGLE HELICOPTERS, INC.

By


Keith A. Watson, President

By


Richard A. Riley, Assistant Secretary

STATE OF IDAHO

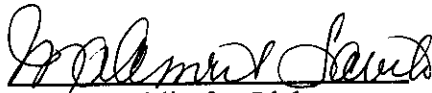
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County of Ada

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I, MaAmrit Savito, a Notary Public, do hereby certify that on this 31st day of January 1997, personally appeared before me KEITH A. WATSON and JOE E. GRAY who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of EAGLE HELICOPTER HOLDINGS., INC., an Idaho corporation, that he signed the foregoing document as President and Secretary of said corporation, and that the statements contained therein are true.



Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 5/30/00

STATE OF IDAHO

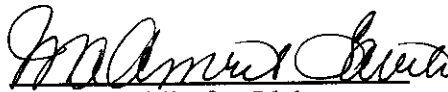
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County of Ada

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I, MaAmrit Savito, a Notary Public, do hereby certify that on this 31st day of January 1997, personally appeared before me KEITH A. WATSON and RICHARD A. RILEY who, being by me first duly sworn, declared that they are the President and Assistant Secretary, respectively, of EAGLE HELICOPTERS, INC., an Idaho corporation, that he signed the foregoing document as President and Secretary of said corporation, and that the statements contained therein are true.



Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 5/30/00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of January 31, 1997 (the "Agreement"), by and between EAGLE HELICOPTER HOLDINGS, INC. an Idaho corporation ("Holdings"), and EAGLE HELICOPTERS, INC., an Idaho corporation ("Kachina") (Holdings and Kachina being sometimes collectively referenced as the "Constituent Corporations").

A. Holdings is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 500,000 shares of common stock, without par value, of which five (5) shares were issued and outstanding immediately prior to the Effective Date (as defined herein);

B. Kachina is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 50,000 shares of capital stock, \$1.00 par value, of which 1,000 shares are issued and outstanding; and

C. The boards of directors and shareholders of Holdings and Kachina have adopted resolutions declaring advisable the proposed merger of Holdings with and into Kachina (the "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, Holdings shall be merged with and into Kachina, which shall be the Surviving Corporation. Thereupon, the separate existence of Holdings shall cease.

1.2 Articles of Merger. As soon as practicable, the Surviving Corporation will cause Articles of Merger (the "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 (the "Act").

1.3 Effective Date. The Merger shall be effective for accounting purposes as of the close of business on the date of filing the Articles of Merger (the "Effective Date").

2. Exchange of Shares.

2.1 Holdings Shares. Each share of common stock of Holdings issued and outstanding immediately prior to the Effective Date shall (without further action of Holdings or the Surviving Corporation) be converted, as of the Effective Date, into 200 fully paid and nonassessable shares of common stock of Kachina.

2.2 Kachina Shares. On and after the Effective Date, all of the outstanding certificates that prior to that time represented outstanding shares of the common stock issued by Holdings shall be deemed for all purposes to evidence ownership of and to represent the shares of Kachina into which the shares of Holdings represented by such certificates have been converted as herein provided and shall be so registered on Kachina's records. The registered owner of any such outstanding Holdings stock certificate shall, until such certificate shall have been surrendered to Kachina for transfer or conversion, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Kachina into which the shares evidenced by such outstanding Holdings certificates have been converted as provided above. Upon surrender by each Holdings shareholder of record of the certificate(s) representing all Holdings shares owned of record by such shareholder, Kachina shall issue to the record owner thereof a certificate representing that number of shares of Kachina's common stock set forth on the attached schedule; and the surrendered certificate shall 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 Holdings shall cease and Holdings shall be merged into Kachina. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, as well of a public 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. Holdings 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 date of filing Articles of Merger with the Idaho Secretary of State, the articles of incorporation of Holdings shall be the Articles of Incorporation of the Surviving Corporation.

4.2 Bylaws. On the date of filing Articles of Merger with the Idaho Secretary of State, the Bylaws of Holdings shall be the Bylaws of the Surviving Corporation.

4.3 Directors and Officers. Following the Merger, the directors and officers of Holdings shall be 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.

EAGLE HELICOPTER HOLDINGS, INC.,
an Idaho corporation

By _____
Keith A. Watson, President

ATTEST:

Joe E. Gray, Secretary

EAGLE HELICOPTERS, INC.,
an Idaho corporation

By _____
Keith A. Watson, President

ATTEST:

Joe E. Gray, Secretary

01/31/97 2:40pm
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