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State of Idaho

Department of State

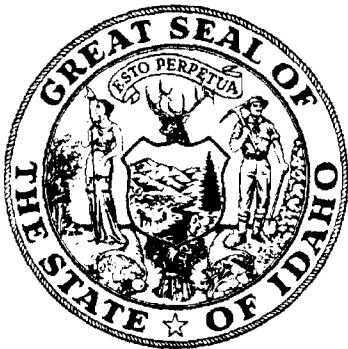
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of MAGIC VALLEY
INTERNATIONAL, INC., a Delaware corporation

into MAGIC VALLEY INTERNATIONAL, INC., an Idaho corporation,
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 October 25, 19 85



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

OCT 25 9 48 AM '85

ARTICLES OF MERGER OF
SECRETARY OF STATE
MAGIC VALLEY INTERNATIONAL, INC.,
an Idaho corporation
(The Surviving Corporation)

AND

MAGIC VALLEY INTERNATIONAL, INC.,
a Delaware corporation
(The Merging Corporations)

Pursuant to the provisions of Section 30-1-77 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one corporation:

FIRST: The names of the corporations are Magic Valley International, Inc., an Idaho corporation, and Magic Valley International, Inc., a Delaware corporation.

SECOND: The laws of the State of Idaho and the State of Delaware permit such merger.

THIRD: The name of the Surviving Corporation is Magic Valley International, Inc. and it is to be governed by the laws of the State of Idaho.

FOURTH: The following Plan of Merger was approved by the shareholders of the corporations in the manner prescribed by the Idaho Business Corporation Act, under which they were organized:

"PLAN AND AGREEMENT OF MERGER

MAGIC VALLEY INTERNATIONAL, INC.,
an Idaho corporation
and
MAGIC VALLEY INTERNATIONAL, INC.,
a Delaware corporation authorized to do
business in the State of Idaho

PLAN AND AGREEMENT OF MERGER, dated October 23, 1985, between Magic Valley International, Inc., an Idaho corporation, hereinafter referred to as the 'Surviving Corporation' and Magic Valley International, Inc., a Delaware corporation authorized to do business in the State of Idaho, hereinafter referred to as the 'Merging Corporation'), which corporations are hereinafter sometimes 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 Delaware, qualified to do business in the State of Idaho.

The Surviving Corporation has authorized capital of 100,000 shares of stock with a par value of \$1.00 per share, of which on the 23rd day of October, 1985, 25,000 shares were issued and outstanding.

The Merging Corporation has authorized capital of 900 shares of stock with a par value of \$100.00 per share. On the 23rd day of October, 1985, said corporations had 157 shares issued and outstanding, with 97 shares held in its treasury, and no shares subject to stock options held by officers and employees.

The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the corporations and their stockholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of applicable statutes of the State of Idaho and the State of Delaware, and have, therefore, entered into this Agreement of Merger.

SECOND
AGREEMENT OF MERGER

NOW, THEREFORE, The Constituent Corporations agree to merge into a single corporation which shall be Magic Valley International, Inc., an Idaho corporation, the Surviving Corporation, (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 the Surviving Corporation and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named 'Magic Valley International, Inc.', an Idaho corporation, which shall be the Surviving Corporation.

THIRD
ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of the Surviving Corporation which are set forth in Exhibit 'A' to this Agreement, shall continue to be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Corporation Laws of the State of Idaho.

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

FOURTH
BY-LAWS OF SURVIVING CORPORATION

The By-laws of the Surviving Corporation 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.

FIFTH
DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The directors and officers of the Surviving Corporation immediately prior to the effective date of the merger shall continue to be the directors and officers of the Surviving Corporation, to 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 the Surviving Corporation and the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, shall be as follows:

1. Each share of Common Stock of the Surviving Corporation which is issued and outstanding 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 (1) fully paid and nonassessable share of the Surviving Corporation's Common Stock with \$1.00 par value.

2. Each share of the Common Stock in the Merging Corporation 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 holders of such Common Stock, 159.24 fully paid and

nonassessable shares of 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 Common Stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above.

3. 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.

SEVENTH 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 the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, 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 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.

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 in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

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 were 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 \$50,000.00.

NINTH
ABANDONMENT

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 the merger fails to obtain the requisite vote of the stockholders of the Surviving Corporation or of the stockholders of the Merging Corporation not later than October 23, 1985.

TENTH
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 or securities, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

ELEVENTH
EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be October 23, 1985.

TWELFTH
SERVICE OF PROCESS

The Merging Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Merging Corporation in the State of Delaware, as well as for the enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the right of any shareholder pursuant to Section 262 of the Delaware Corporation Law. For said purposes, the Merging Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and hereby instructs the Secretary of State of the State of Delaware to mail a copy of any process served upon the Secretary of State to the Merging Corporation at: P.O. Box 431, Twin Falls, Idaho 83303-0431, to the attention of Thomas E. Kalange.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and have caused their respective corporate seals to be affixed hereto the 23rd day of October, 1985."

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

| <u>Name of Corporation</u> | <u>Number of Shares Outstanding</u> | <u>Entitled to Vote as a Class Number of Shares</u> |
|--|---|---|
| Magic Valley International, Inc., an Idaho corporation | 25,000 | 25,000 |
| Magic Valley International, Inc., a Delaware corporation | 157 | 157 |

SIXTH: 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>Number of Shares</u> | |
|---|--------------------------------|------------------------------------|
| | <u>Total Voted For</u> | <u>Total Voted Against</u> |
| Magic Valley International, Inc., an Idaho corporation | 25,000 | 0 |
| Magic Valley International, Inc., a Delaware corporation | 157 | 0 |

Dated October 23, 1985.

MAGIC VALLEY INTERNATIONAL,
INC., an Idaho corporation

By Thomas E. Kalange
President

ATTEST:

Walter H. Hine
Secretary

"Surviving Corporation"

MAGIC VALLEY INTERNATIONAL,
INC., a Delaware corporation

By Thomas E. Kalange
President

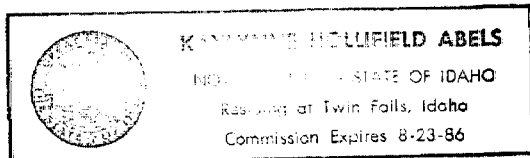
ATTEST:

Walter H. Hine
Secretary

"Merging Corporation"

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

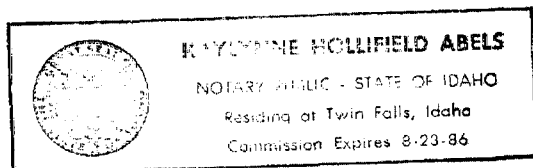
I, KAYYVINE HOLLIFIELD ABELS, a notary public, do hereby certify that on this 23rd day of October, 1985, personally appeared before me THOMAS E. KALANKE, who, being by me first duly sworn, declared that he is the President of Magic Valley International, Inc., an Idaho corporation, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Kayyvine Hollifield Abels
Notary Public for Idaho
Residing at Twin Falls, Idaho

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

I, KAYYVINE HOLLIFIELD ABELS, a notary public, do hereby certify that on this 23rd day of October, 1985, personally appeared before me THOMAS E. KALANKE, who, being by me first duly sworn, declared that he is the President of Magic Valley International, Inc., a Delaware corporation, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Kayyvine Hollifield Abels
Notary Public for Idaho
Residing at Twin Falls, Idaho