

77400-22

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

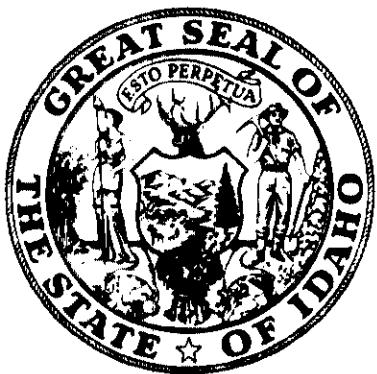
OBERDORFER GROUP OF NORTH AMERICA, INC., a Virginia corporation

into OBERDORFER GROUP OF NORTH AMERICA, 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 March 29, 19 90.



Pete T. Cenarrusa

SECRETARY OF STATE

Sheri Clark

Corporation Clerk

Mar 30 9 45 AM '90
SECRETARY OF STATE

Mar 29 9 44 AM '90
SECRETARY OF STATE

ARTICLES OF MERGER
OF
OBERDORFER GROUP OF NORTH AMERICA, INC.
(a Virginia corporation)
WITH AND INTO
OBERDORFER GROUP OF NORTH AMERICA, INC.
(an Idaho corporation)

In compliance with the requirements of the Virginia Business Corporation Law (the "VBCL") and the Idaho Business Corporation Law (the "IBCL"), the undersigned corporations, desiring to effect a merger, hereby certify that:

Article I

SURVIVING CORPORATION

The corporation surviving the merger is Oberdorfer Group of North America, Inc., a corporation organized and existing pursuant to the provisions of the IBCL (the "Surviving Corporation").

Article II

MERGING CORPORATION

The corporation which shall be merged with and into the Surviving Corporation is Oberdorfer Group of North America, Inc., a corporation organized and existing pursuant to the provisions of the VBCL (the "Merging Corporation").

Article III

AGREEMENT AND PLAN OF MERGER

The Plan and Agreement of Merger, containing such information as required by Virginia Code § 13.1-716 and Idaho Code § 30-1-71, is set forth in Exhibit A attached hereto and made a part hereof (the "Merger Agreement").

Article IV

MANNER OF ADOPTION AND VOTE

The manner of adoption and vote by which the Merger Agreement was approved by the Surviving Corporation and the Merging Corporation is as follows:

A. Action by Surviving Corporation - Oberdorfer Group of North America, Inc.

1. **Directors.** By written consent, executed on March 29, 1990, signed by all members of the Board of Directors of the Surviving Corporation, a resolution was adopted approving the Merger Agreement and directing that it be submitted to the shareholders of such corporation entitled to vote in respect thereof at a special meeting of such shareholders to be held on April 2, 1990, unless the same was approved prior to such date by unanimous written consent.

2. **Shareholders.** By written consent, executed on March 29, 1990, signed by the holder of ten (10) shares of Common Stock of the Surviving Corporation, being all of the shares of such corporation entitled to vote in respect of the Merger Agreement, the sole shareholder of the Surviving Corporation authorized adoption of the Merger Agreement by such corporation.

3. **Compliance with Legal Requirements.** The manner of the adoption of the Merger Agreement, and the vote by which it was adopted, constitute full legal compliance with the provisions of the IBCL, the Articles of Incorporation, and the By-laws of the Surviving Corporation.

B. Action by Merging Corporation - Oberdorfer Group of North America, Inc.

1. **Directors.** By written consent, executed on March 29, 1990, signed by all members of the Board of Directors of the Merging Corporation, a resolution was adopted approving the Merger Agreement and directing that it be submitted to the shareholders of such corporation entitled to vote in respect thereof at a special meeting of such shareholders to be held on April 2, 1990, unless the same was approved prior to such date by unanimous written consent.

2. **Shareholders.** By written consent, executed on March 29, 1990, signed by the holder of 100,000 shares of Common Stock of the Merging Corporation, being all of the shares of the Corporation entitled to vote in respect of the Merger Agreement, the sole shareholder authorized adoption of the Merger Agreement by such corporation.

3. Compliance with Legal Requirements. The manner of the adoption of the Merger Agreement, and the vote by which it was adopted, constitute full legal compliance with the provisions of the VBCL, the Articles of Incorporation, and the By-laws of the Merging Corporation.

Article V

EFFECTIVE DATE

The effective time and date of the merger hereby effectuated is the time and date of filing of these Articles of Merger with the Secretary of State of Virginia and the Secretary of State of Idaho.

IN WITNESS WHEREOF, both the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be signed by the duly authorized officers acting for and on behalf of each such corporation, and the officers of each of such corporations verify and affirm, subject to penalties of perjury, that the facts contained herein are true.

Dated this 29 day of March, 1990.

"SURVIVING CORPORATION"

OBERDORFER GROUP OF ~~IDAHO~~ NORTH AMERICA, INC.

By: President

By: John Secretary

STATE OF WISCONSIN)
ss
County of Milwaukee)

On this 29 day of March, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Peter G. Oberdorfer and Ralf R. Boer, known to me to be the President and Secretary, respectively, of Oberdorfer Group of North America, Inc. and acknowledged the foregoing to be the free act and deed of such corporation.

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

Colleen J. Grolee
Notary Public - State of Wisconsin
Residing at Greenfield therein,
My commission expires: 10/31/93

"MERGING CORPORATION"

OBERDORFER GROUP OF NORTH AMERICA, INC.

By: Peter G. Oberdorfer
President

By: Ralf R. Boer
Secretary

STATE OF WISCONSIN)

ss
County of Milwaukee)

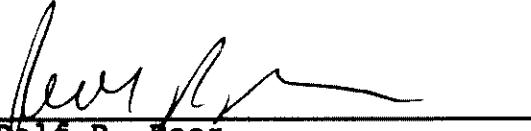
On this 29 day of March, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Peter G. Oberdorfer and Ralf R. Boer, known to me to be the President and Secretary, respectively, of Oberdorfer Group of North America, Inc. and acknowledged the foregoing to be the free act and deed of such corporation.

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

Colleen J. Sholee
Notary Public - State of Wisconsin
Residing at Greenfield therein
My commission expires: 10/31/93

VERIFICATION

The undersigned Secretary of Oberdorfer Group of North America, Inc. (a Virginia corporation) and Oberdorfer Group of North America, Inc. (an Idaho corporation) hereby verifies that the facts set forth in the foregoing Articles of Merger are true.


Ralf R. Boer
Secretary

VERIFICATION

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

I, Colleen J. Guolee, a notary public, do hereby certify that on this 29th day of March, 1990, personally appeared before me Ralf R. Boer, who, being by me first duly sworn, declared that he is the Secretary of Oberdorfer Group of North America, Inc. (a Virginia corporation) and Oberdorfer Group of North America, Inc. (an Idaho corporation), that he signed the foregoing document as Secretary of such corporations, and that the statements therein contained are true.


Colleen J. Guolee
Notary Public for Wisconsin
Residing at Greenfield
My Commission Expires 10/31/93

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of March
29, 1990, between Oberdorfer Group of North America, Inc., a
Virginia corporation ("OGNA") and Oberdorfer Group of North
America, Inc., an Idaho corporation ("OGI").

W I T N E S S E T H :

WHEREAS, OGNA, as of the date hereof, has authorized
capital stock of 200,000 shares, consisting entirely of Common
Stock, \$2.00 par value ("OGNA Common Stock");

WHEREAS, of the 200,000 shares of OGNA Common Stock
authorized, as of the date hereof, 100,000 shares are issued
and outstanding and entitled to one vote per share;

WHEREAS, OGI, as of the date hereof, has
authorized capital stock of 200,000 shares, consisting of
Common Stock, \$2.00 par value ("OGI Common Stock"), of
which 10 shares are issued and outstanding and entitled to
one vote per share; and

WHEREAS, OGNA and OGI desire that OGNA merge
with and into OGI and that OGI shall continue as the
surviving corporation in such merger, upon the terms and
subject to the conditions herein set forth and in accordance
with the laws of the State of Idaho and the laws of the State
of Virginia.

NOW, THEREFORE, in consideration of the premises
and the mutual covenants and agreements contained herein,
the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 Terms and Conditions of Merger. Subject to
the terms and conditions of this Agreement, OGNA shall be
merged with and into OGI (the "Merger") in accordance
with the Virginia Business Corporation Act (the "VBCA")
and the Idaho Business Corporation Act (the "IBCA"). Upon
consummation of the Merger, the separate existence of OGNA
shall cease and OGI shall be the surviving corporation
(hereinafter sometimes referred to as the "Surviving Corpor-
ation") and continue its corporate existence under the laws

of the State of Idaho. To the extent permitted under applicable law, the Surviving Corporation shall, from and after the Effective Time of the Merger, possess all the rights, privileges, immunities and franchises of whatever nature and description and shall be subject to all the restrictions, disabilities, liabilities and duties of OGNA; and all the property, real, personal and mixed, and all debts due to OGNA and every devise or bequest which OGNA would have been capable of taking shall be vested in the Surviving Corporation without further act or deed, and all property, rights, privileges, immunities and franchises, and all and every interest shall be thereafter as effectively the property of the Surviving Corporation as they were of OGNA; and the title to any real estate vested by deed or otherwise in OGNA shall not revert or be in any way impaired by reason of such merger; and all rights of creditors and all liens upon the property of OGNA shall continue in existence in order to preserve the same, and all debts, liabilities, obligations, and duties of OGNA shall thenceforth be binding upon 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; and any existing claim or action or proceeding, whether civil or administrative, pending by or against OGNA may be prosecuted to judgment or decree as if such merger had not taken place or the Surviving Corporation may be substituted in such action or proceeding.

1.2 Effective Time of the Merger. The Merger shall become effective as of the date and time (the "Effective Time of the Merger") the following actions are completed: (a) appropriate Articles of Merger are filed in accordance with the VBCA; and (b) appropriate Articles of Merger are filed in accordance with the IBCA.

ARTICLE II

NAME, ARTICLES OF INCORPORATION, BY-LAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1 Name of Surviving Corporation. The name of the Surviving Corporation shall be "Oberdorfer Group of North America, Inc."

2.2 Articles of Incorporation.

The Articles of Incorporation of OGI shall be the Articles of Incorporation of the Surviving Corporation after

the Effective Time of the Merger until further amended thereafter as provided therein or by law.

2.3 By-Laws. The By-Laws of OGI shall be the By-Laws of the Surviving Corporation after the Effective Time of the Merger until amended thereafter as provided therein or by law.

2.4 Directors and Officers. The directors and officers of OGI at the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation after the Effective Time of the Merger until expiration of their current terms as such, or until their prior resignation, removal or death, subject to the Articles of Incorporation and By-laws of the Surviving Corporation.

ARTICLE III

CAPITALIZATION, CONVERSION AND EXCHANGE OF STOCK

3.1 Capitalization. The authorized capitalization of the Surviving Corporation shall be the same as that of OGNA immediately prior to the Merger, consisting of 200,000 shares denominated "Common Stock," having a par value of \$2.00 per share.

3.2 Conversion. At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) The shares of OGNA Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any further action, be automatically converted into and become an equivalent number of validly issued, fully paid and nonassessable shares of Common Stock of the Surviving Corporation.

(b) Each share of OGI Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be automatically cancelled without any further action, and the share certificates representing the issued and outstanding shares of OGI shall be surrendered to the Surviving Corporation.

3.3 Exchange. At or prior to the Effective Time of the Merger, the share certificates representing the shares of Common Stock of OGNA shall be surrendered to OGNA. At the Effective Time of the Merger, the Surviving Corporation

shall issue a certificate to each holder of certificates theretofore evidencing ownership of shares of OGNA Common Stock representing an equivalent number of shares of Common Stock of the Surviving Corporation.

3.4 Stated Capital. The stated capital of the Surviving Corporation shall be the same as that of OGNA immediately prior to the Merger, i.e., \$ 200,000.

ARTICLE IV

CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

4.1 Shareholder Approval. This Agreement and the Merger shall have been approved by vote of a majority of the shares of OGNA Common Stock and OGI Common Stock outstanding on the record date fixed for determining shareholders of OGNA and OGI, respectively, entitled to vote thereon.

4.2 Other Conditions. Such other conditions as the Board of Directors of OGNA and OGI may deem necessary or desirable shall have been satisfied.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the Effective Time of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of OGNA or OGI if (a) any of the conditions specified in Article IV hereof shall not have been satisfied or waived by the Board of Directors of OGNA or OGI (as the case may be), or (b) the Board of Directors of OGNA or OGI determines that in its judgment the Merger does not appear to be in the best interest of OGNA or OGI (as the case may be) or its shareholders.

5.2 Amendment. This Agreement may be amended, modified or supplemented at any time (before or after shareholder approval) prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of OGNA and OGI; provided, however, that this Agreement may not be amended, modified or supplemented after it has been approved by the shareholders of OGNA or OGI in any manner which, in

the judgment of the Board of Directors of OGNA or OGI (as the case may be), would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

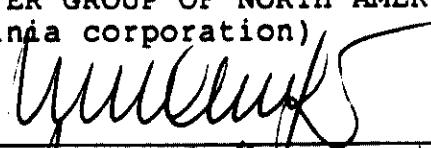
5.3 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

5.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, except to the extent the laws of the State of Idaho shall mandatorily apply to the Merger.

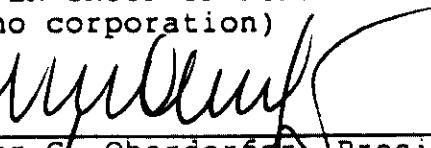
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

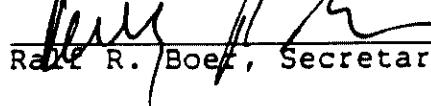
OBERDORFER GROUP OF NORTH AMERICA, INC.
(a Virginia corporation)

By: 
Peter G. Oberdorfer, President

Attest: 
Ralf R. Boer, Secretary

OBERDORFER GROUP OF NORTH AMERICA, INC.
(an Idaho corporation)

By: 
Peter G. Oberdorfer, President

Attest: 
Ralf R. Boer, Secretary