

FILED  
JUL 21 1999  
CLERK OF DISTRICT COURT  
IDAHO

ARTICLES OF MERGER  
OF  
RUMSEY TOOL #1, INC., AN IDAHO CORPORATION  
AND  
RUMSEY TOOL #2, INC., AN IDAHO CORPORATION,  
INTO  
DR HOLDINGS, INC.,  
A NEVADA CORPORATION

IDAHO SECRETARY OF STATE  
01/28/1999 09:00  
CX: 3702 CT: 44531 IN: 18253  
1 @ 38.00 = 38.00 MERGER # 2

C96938

IN ACCORDANCE WITH IDAHO CODE § 30-1-1105

\*\*\*\*\*

The undersigned DONALD J. RUMSEY, being the President of each of RUMSEY TOOL #1, INC., and RUMSEY TOOL #2, INC., both of which are Idaho Corporations (the "Merging Entities") and DR HOLDINGS, INC., a Nevada corporation (the "Surviving Entity") does hereby certify as follows:

1. The Plan of Merger providing for the merger of the Merging Entities into the Surviving Entity is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein.

2. Pursuant to Idaho Code §30-1-1103(7)(a)-(d), shareholder approval of this merger is not required, because:

(i) The Articles of Incorporation of the Surviving Entity will not differ from articles before the merger;

(ii) Before the Effective Date of the merger, Donald J. Rumsey was the sole shareholder and owner of one hundred percent (100.0%) of the issued and outstanding stock of each of the Constituent Entities; and after the Effective Date of this merger, Donald J. Rumsey will own one hundred percent (100.0%) of the issued and outstanding stock of the Surviving Entity, with identical designations, preferences, limitations and relative rights.

(iii) The number of voting shares outstanding immediately after the merger, plus the number of voting shares issuable as a result of the merger, either by the conversion of securities issued pursuant to the merger or the exercise of rights and warrants issued pursuant to the merger, will not exceed by more than twenty percent (20%) the total number of voting shares of the Surviving Entity outstanding immediately before the merger.

(iv) The number of participating shares outstanding immediately after the merger, plus the number of participating shares issuable as a result of the merger, either by the conversion of securities issued pursuant to the merger or the exercise of rights and

warrants issued pursuant to the merger, will not exceed by more than twenty percent (20%) the total number of participating shares outstanding immediately before the merger.

3. Pursuant to Idaho Code § 30-1-1107(2), upon the Effective Date of the merger, the Surviving Entity agrees:

(i) To appoint the secretary of state as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders or each Merging Entity hereunder; and

(ii) That it will promptly pay to any dissenting shareholder of either of the Merging Entities the amount, if any, to which they are entitled under part 13 of Title 30, Chapter 1, of the Idaho Code.

IN WITNESS WHEREOF, the Merging Entities and the Surviving Entity have caused these Articles of Merger to be duly executed as of this first day of January, 1999.

MERGING ENTITIES:

RUMSEY TOOL #1, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

ATTEST:

Leecha R. Hernandez  
LEECHA R. HERNANDEZ, SECRETARY

RUMSEY TOOL #2, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

ATTEST:

Leecha R. Hernandez  
LEECHA R. HERNANDEZ, SECRETARY

SURVIVING ENTITY:

DR HOLDINGS, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

ATTEST:

Donald J. Rumsey  
DONALD J. RUMSEY, SECRETARY

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**RUMSEY TOOL #1, INC., AN IDAHO CORPORATION;**  
**RUMSEY TOOL #2, INC., AN IDAHO CORPORATION,**  
**AND**  
**DR HOLDINGS, INC.,**  
**A NEVADA CORPORATION**

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1. NAME, ADDRESS AND JURISDICTION OF ORGANIZATION AND GOVERNING LAW OF EACH CONSTITUENT ENTITY (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CONSTITUENT ENTITIES"):

|                      |                               |       |
|----------------------|-------------------------------|-------|
| RUMSEY TOOL #1, INC. | JURISDICTION OF ORGANIZATION: | IDAHO |
| 1197 Main Street     | GOVERNING LAW:                | IDAHO |
| Boise, ID 83702      |                               |       |

|                      |                               |       |
|----------------------|-------------------------------|-------|
| RUMSEY TOOL #2, INC. | JURISDICTION OF ORGANIZATION: | IDAHO |
| 1197 Main Street     | GOVERNING LAW:                | IDAHO |
| Boise, ID 83702      |                               |       |

|                          |                               |        |
|--------------------------|-------------------------------|--------|
| DR HOLDINGS, INC.        | JURISDICTION OF ORGANIZATION: | NEVADA |
| Regency Towers Assn.     | GOVERNING LAW:                | NEVADA |
| 3111 Bel Air Drive, #12B |                               |        |
| Las Vegas, NV 89109      |                               |        |

2. NAME, JURISDICTION OF ORGANIZATION AND KIND OF ENTITY OR ENTITIES THAT WILL SURVIVE THE MERGER (HEREINAFTER REFERRED TO AS THE "SURVIVING ENTITY"):

DR HOLDINGS, INC., A NEVADA CORPORATION

3. TERMS AND CONDITIONS OF THE MERGER:

(a) Each of the Constituent Entities has, subject to approval by their respective shareholders, adopted the plan of merger set forth in this Agreement, and the Constituent Entities and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Entities that RUMSEY TOOL #1, INC., and RUMSEY TOOL #2, INC., both of which are Idaho corporations (hereinafter collectively referred to as the "Merging Entities"), be merged with and into the Surviving Entity pursuant to the applicable corporation laws of the States of Idaho and Nevada and Section 368 of the Internal Revenue Code of 1986 (the "Merger");

(b) **GOVERNING LAW.** The Merging Entities will be merged with and into the Surviving Entity in accordance with the applicable laws of the States of Idaho and Nevada. The Surviving Entity shall be the Surviving Entity (the "Surviving Entity") and shall be governed by the laws of the State of Nevada.

(c) **EFFECTIVE DATE.** The "Effective Date of the Merger shall be, and such term as used herein shall mean, 5:00 p.m., M.S.T., of the day on which Articles of Merger are filed in the office of the Secretary of State of the State of Nevada and a Certificate of Merger has been issued by the Secretary of State of the State of Idaho, all after satisfaction of the requirements of applicable laws of the states prerequisite to such filings.

(d) **SHARE CONVERSION.** One hundred percent (100.0%) of the stock of the Constituent Entities is currently owned by DONALD J. RUMSEY. On the Effective Date, each share of common stock of the Merging Entities issued and outstanding immediately prior to the merger shall be combined with and merged into the existing outstanding shareholdings of the common stock of the Surviving Entity. From and after the Effective Date, each holder of an outstanding certificate representing shares of common stock of the Merging Entities may, but shall not be required to, surrender his certificate to the Surviving Entity for cancellation, but each such holder or transferee shall *not* be entitled to receive new certificates representing shares of common stock of the Surviving Entity, since the currently issued and outstanding shares of the Surviving Entity shall thereafter represent all of the shares of the Merging Entities. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented shares of common stock of the Merging Entities shall be deemed for all purposes to be merged into the existing certificates for shares of common stock of the Surviving Entity determined under this paragraph. After the merger, Donald J. Rumsey will own one hundred percent (100.0%) of the stock issued and outstanding in the Surviving Entity.

(e) **EFFECT OF THE MERGER.**

(i) **RIGHTS, PRIVILEGES AND OBLIGATIONS.** On the Effective Date, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Entities, all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Entities on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Entities shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Entities shall be preserved unimpaired, and all liens upon the property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Constituent Entities shall thenceforth remain with or attach to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

(ii) **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation and Bylaws of the Surviving Entity in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Articles of Incorporation and Bylaws of the Surviving Entity unless and until changed as therein provided.

(iii) **DIRECTORS AND OFFICERS.** The directors and officers of the Surviving Entity shall be the directors and officers of the Surviving Entity on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity.

(iv) **FURTHER ACTION.** From time to time, as and when requested by the Surviving Entity, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Entity, or its successors or assigns, may deem necessary or desirable in order to vest in or confirm to the Surviving Entity, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

(f) **TERMINATION; AMENDMENT.**

(i) **TERMINATION PROVISION.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice at any time prior to the Effective Date.

(A) by mutual consent of the Constituent Entities;

(B) if holders of at least a majority of the outstanding shares of common stock of the Merging Entities shall not have voted in favor of the Merger; or

(C) if there exists a suit, action or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger.

(ii) **AMENDMENT PROVISIONS.** Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Entities shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Entities, (ii) alter or change any term of the Articles of Incorporation of the Surviving Entity to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Entities. Subject of the immediately foregoing sentence, the Constituent Entities may by

agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

(iii) BOARD ACTION. In exercising their rights under this Section 4, each of the Constituent Entities may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Entities.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolution of the Board of Directors of each of the Constituent Entities, is hereby executed on behalf of each of the Constituent Entities by their respective officers thereunto duly authorized, effective the first day of January, 1999.

MERGING ENTITIES:

RUMSEY TOOL #1, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

ATTEST:

Leecha R. Hernandez  
LEECHA R. HERNANDEZ, SECRETARY

RUMSEY TOOL #2, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

ATTEST:

Leecha R. Hernandez  
LEECHA R. HERNANDEZ, SECRETARY

SURVIVING ENTITY:

DR HOLDINGS, INC.

BY: Donald J. Rumsey  
DONALD J. RUMSEY, PRESIDENT

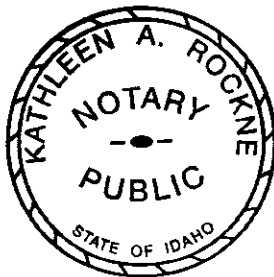
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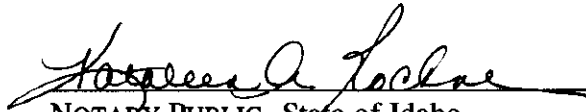
Donald J. Rumsey  
DONALD J. RUMSEY, SECRETARY

STATE OF IDAHO     )  
                                  SS.  
COUNTY OF ADA     )

On this 27<sup>th</sup> day of January, 1999, before me, the undersigned Notary Public in and for said State, personally appeared DONALD J. RUMSEY and LEECHA R. HERNANDEZ, known or identified to me to be the President and Secretary, respectively, of RUMSEY TOOL #1, INC., the within named Idaho corporation that executed the foregoing instrument, and acknowledged to me that they were authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

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

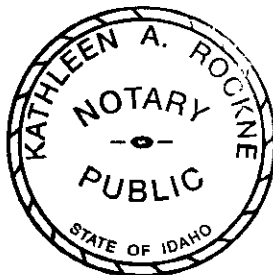


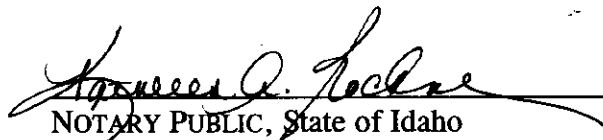
  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho  
My commission expires: 2/7/2000

STATE OF IDAHO     )  
                                  SS.  
COUNTY OF ADA     )

On this 27<sup>th</sup> day of January, 1999, before me, the undersigned Notary Public in and for said State, personally appeared DONALD J. RUMSEY and LEECHA R. HERNANDEZ, known or identified to me to be the President and Secretary, respectively, of RUMSEY TOOL #2, INC., the within named Idaho corporation that executed the foregoing instrument, and acknowledged to me that they were authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

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

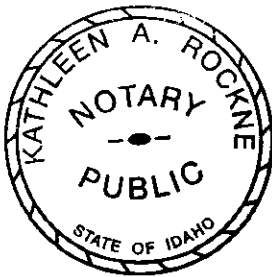


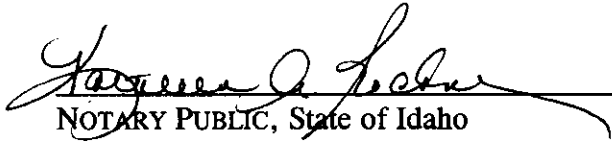
  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho  
My commission expires: 2/7/2000

STATE OF IDAHO     )  
                                  SS.  
COUNTY OF ADA     )

On this 27<sup>th</sup> day of January, 1999, before me, the undersigned Notary Public in and for said State, personally appeared DONALD J. RUMSEY, known or identified to me to be both the President and Secretary of DR HOLDINGS, INC., the within named Idaho corporation that executed the foregoing instrument, and acknowledged to me that he was authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

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



  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho  
My commission expires: 2/7/2000