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State of Idaho

Department of State

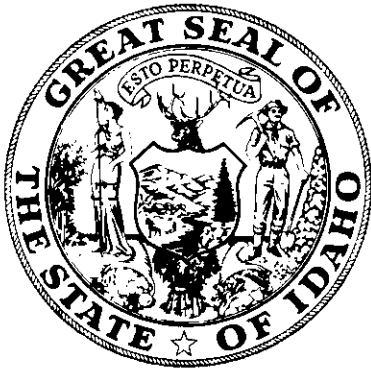
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of TWIN WIN INC., an Idaho corporation

into TWIN WIN OF UTAH, INC., a Utah 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 January 17, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

[Signature]
Corporation Clerk

AMENDED ARTICLES AND AGREEMENT OF MERGER

APR 17 4 17 PM '91
SECRETARY OF STATE

THIS AGREEMENT dated July 1, 1990 by and between TWIN WIN INC., an Idaho corporation; TWIN WIN OF NEVADA, INC., a Nevada corporation; and TWIN WIN OF UTAH, INC., a Utah corporation.

Twin Win Inc. is a corporation organized and existing under the laws of the State of Idaho. The authorized capital stock of Twin Win Inc. consists of 300,000 shares of common stock with a par value of \$1.00 each, hereinafter called "common stock", of which 100,000 shares are issued and outstanding.

Twin of Nevada, Inc. is a corporation organized and existing under the laws of the State of Nevada. The authorized capital stock of Twin Win of Nevada, Inc. consists of 300,000 shares of common stock of the par value of \$1.00 each, of which 100,000 shares are issued and outstanding.

The boards of directors of Twin Win Inc., Twin Win of Nevada, Inc. and Twin Win of Utah, Inc., respectively, deem it desirable and in the best interests of the corporations and their shareholders that Twin Win Inc. and Twin Win of Nevada, Inc. be merged into Twin Win of Utah, Inc. and the corporations, respectively, desire that they so merge under and pursuant to the laws of the states of Idaho, Nevada and Utah; and

The shareholders of Twin Win Inc., Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. having voted unanimously to enter into an Agreement to merge the above referenced corporations with

and into Twin Win of Utah, Inc.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. MERGER. As soon as all the following events shall have happened:

a. This Agreement shall have been adopted and approved by the votes of the holders of the common stock of Twin Win Inc. by the votes of the holders of the common stock of Twin Win of Nevada, Inc. and by the votes of the holders of the common stock of Twin Win of Nevada, Inc. and by the votes of the holders of the common stock of Twin Win of Utah, Inc. at separate meetings of the shareholders of said corporations, in accordance with the requirements of the laws of the states of Idaho, Nevada and Utah, respectively, and that fact shall have been certified hereon by the secretaries of each corporation; and

b. This Agreement, so adopted and certified, shall have been signed, acknowledged, and filed, all as required by the provisions of the laws of the states of Idaho, Nevada and Utah;

thereupon, Twin Win Inc. and Twin Win of Nevada, Inc. shall be deemed to have merged with and into Twin Win of Utah, Inc., which shall survive the merger and which shall have the name provided

in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the "surviving corporation"; Twin Win Inc. and Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. are hereinafter sometimes called the "constituent corporations"; and the date and time when the constituent corporations shall merge and become the surviving corporation are hereinafter referred to as "the effective date of the merger."

2. NAME AND PURPOSES OF SURVIVING CORPORATION: The name of the surviving corporation shall be Twin Win of Utah, Inc. The purposes for which the surviving corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of Twin Win of Utah, Inc. as amended on the effective date of the merger.

3. ARTICLES OF INCORPORATION OF SURVIVING CORPORATION: On the effective date of the merger, the Articles of Incorporation of Twin Win of Utah, Inc., as amended to date, shall be the Articles of Incorporation of the surviving corporation until further amended as provided by law.

4. BY-LAWS OF SURVIVING CORPORATION: On the effective date of the merger, the By-Laws of Twin Win of Utah, Inc. as heretofore amended, shall be the bylaws of the surviving corporation until the same shall be altered, amended or repealed, or until new by-laws shall be adopted, in accordance with the provisions thereof.

5. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION:

The Board of Directors of the surviving corporation shall initially consist of three directors, each of whom shall hold office until the annual meeting of the shareholders of the surviving corporation to be held in 1990, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names, places of residence and addresses of such directors are as follows:

Jeff Casey
404 South 8th Street, Suite 420
Boise , Idaho 83702

Marshall Ogden
7000 Plano Lane
Boise, Idaho 83703

Phillip Burk
3980 Star Valley
Boise, Idaho 83702

The principal officers of the surviving corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation, or removal, and their respective offices, places of residence and post office addresses are as follows:

President	Jeff Casey 404 South 8th Street, Suite 420 Boise, Idaho 83702
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Vice President	Marshall Ogden 7000 Plano Lane Boise, Idaho 83703
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Secretary Marci Carthan
 404 South 8th Street, Suite 420
 Boise, Idaho 83702

Treasurer Phillip Burk
 3980 Star Valley Road
 Boise, Idaho 83702

The surviving corporation may have such other officers as shall be provided for in its by-laws.

If on the effective date of the merger a vacancy shall exist in the board of directors of the surviving corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the surviving corporation or the office to which he or she is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the by-laws of the surviving corporation.

6. CAPITAL STOCK OF THE SURVIVING CORPORATION. On the effective date of the merger, the total amount of capital stock of the surviving corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares are as follows:

900,000 shares of common stock of a par value of \$1.00 per share, amounting in the aggregate to \$900,000.00, of which there shall be issued and outstanding 267,500 shares.

7. CONVERSION OF OUTSTANDING SECURITIES ON MERGER:

The manner and basis of converting the outstanding common stock of the constituent corporations into the common stock of the

surviving corporation upon the effective date of the merger shall be as follows:

(a) Common Stock of Twin Win Inc.: Each of the 100,000 shares of common stock of Twin Win Inc. outstanding on the effective date of the merger shall continue to be one share of common stock of the surviving corporation.

(b) Common Stock of Twin Win of Nevada, Inc.: Each of the 100,000 shares of common stock of Twin Win of Nevada, Inc. outstanding on the effective date of the merger shall continue to be one share of common stock of the surviving corporation.

(c) Common Stock of Twin Win of Utah, Inc.: Each of the 67,500 shares of common stock of Twin Win of Utah, Inc. outstanding on the effective date of the merger shall continue to be one share of common stock of the surviving corporation.

8. EXCHANGE OF CERTIFICATES.

(a) On and after the effective date of the merger, each holder of a certificate or certificates therefore representing outstanding common stock of Twin Win Inc., Twin Win of Nevada, Inc. or Twin Win of Utah, Inc. shall be entitled, upon the surrender of such certificate or certificates at the office of the agency of the surviving corporation designated for the purpose, to receive in exchange therefore a certificate

or certificates representing the number of full shares of common stock of the surviving corporation into which the shares of Twin Win Inc. and Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. shall have been converted as provided in paragraph 7 hereof. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of the common stock of the constituent corporation shall be deemed to be for all purposes to evidence only the ownership of the full shares of common stock of the surviving corporation into which the same shall have been converted in accordance with the provisions of paragraph 7 hereof.

(b) If a certificate for any share or shares of stock of the surviving corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

9. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS:

Between the date hereof and the effective date of the merger, neither Twin Win Inc., Twin Win of Nevada, Inc. or Twin Win of Utah, Inc. will, except with the prior written consent of the others: (a) issue or sell any stock, bonds or other corporate securities; (b) incur any obligation or liability, absolute or contingent, except current liabilities incurred or obligations

under contracts entered into in the ordinary course of business; make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock; (d) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible; (e) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business; (f) sell, assign or transfer any trademark, trade name, patent, or other intangible asset; (g) waive any right of any substantial value; or (h) enter into any transaction other than in the ordinary course of business.

10. EFFECT OF MERGER: On the effective date of the merger, Twin Win Inc., Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. shall cease to exist separately, and shall be merged with and into Twin Win of Utah, Inc. in accordance with the provisions of and with the effect provided in the laws of the states of Idaho, Nevada and Utah. As provided therein, on the effective date of the merger the surviving corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, of a public as well as of a private nature and be subject to all the restrictions, disabilities and duties of each of the constituent corporation, and all and singular the rights, privileges, powers and franchises and trust and fiduciary rights, powers, duties and obligations of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to any of

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 any 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, whether 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 rights of creditors and all liens upon any property of any of the constituent corporations shall be preserved unimpaired, and all debts, liabilities 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 such debts, liabilities and duties had been incurred or contracted by the surviving corporation.

11. FURTHER INSTRUMENTS: From time to time, as and when requested by the surviving corporation or by its successors or assigns, Twin Win Inc. and Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title

to and possession of all of its property, rights, privileges, powers and franchises and otherwise to carry out the intent and purpose of this Agreement.

12. CAPITAL: On the effective date of the merger, 267,500 shares of common stock of the surviving corporation into which the outstanding shares of common stock of Twin Win Inc., Twin Win of Nevada, Inc. and Twin Win of Utah, Inc. shall have been converted, in accordance with the provisions of paragraphs 7 and 8 hereof, shall be issued and outstanding.

13. PRINCIPAL OFFICES: The location of the principal office of the surviving corporation shall be 404 South 8th Street, Suite 420, Boise, Idaho 83702. The registered office of the surviving corporation in Utah shall be 200 North, 1225 West, Cedar City, Utah; the registered office of the surviving corporation in Nevada shall be 1980 West Idaho Street, Elko, Nevada 89801.

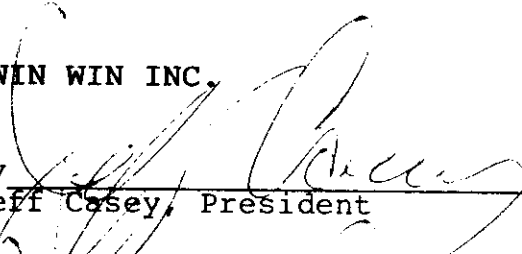
14. ABANDONMENT OF MERGER: This Agreement may be terminated and the merger provided for hereby abandoned by votes of the boards of directors of any of the constituent corporations at any time prior to the effective date of the merger. In the event of any such termination and abandonment, this Agreement shall be void and have no effect and there shall be no liability on the part of any of the constituent corporations or any director, officer or shareholder of any of such constituent corporations in respect thereof.

15. RIGHT OF AMENDMENT: The surviving corporation


hereby reserves the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation, as from time to time amended and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer or any other person are subject to this reservation.

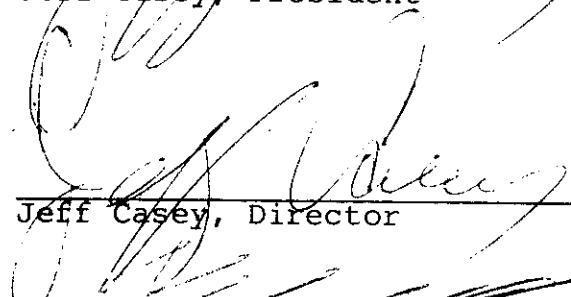
IN WITNESS WHEREOF Twin Win Inc., Twin Win of Nevada, Inc. and Twin Win of Utah, Inc., have caused this Agreement to be signed in their corporate names by their respective presidents and their respective secretaries and also by all of their respective boards of directors, all as of the day and year first above written.

TWIN WIN INC.

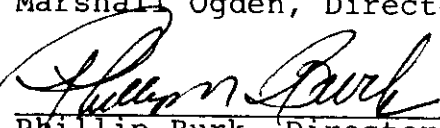
By 
Jeff Casey, President

ATTEST:


Marci Carthan, Secretary

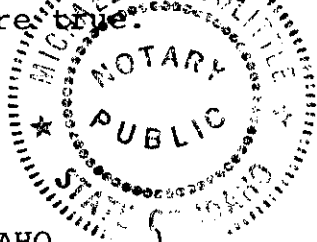

Jeff Casey, Director


Marshall Ogden, Director


Phillip Burk, Director

STATE OF IDAHO)
)ss
County of Ada)

I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me JEFF CASEY, who, being by me first duly sworn, declared that he is the President and a Director of TWIN WIN INC., that he signed the foregoing document as President and Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
County of Ada)

I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me MARSHALL OGDEN, who, being by me first duly sworn, declared that he is the a Director of TWIN WIN INC., that he signed the foregoing document as Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
County of Ada)

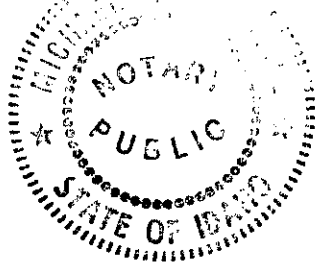
I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me PHILLIP BURK, who, being by me first duly sworn, declared that he is the a Director of TWIN WIN INC., that he signed the foregoing document as Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
County of Ada)

I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 15th day of July, 1990, personally appeared before me MARCI CARTHAN, who, being by me first duly sworn, declared that she is the Secretary of TWIN WIN INC., that she signed the foregoing document as Secretary of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Bone, Idaho
My Commission expires: 10/8/93

TWIN WIN OF NEVADA, INC.

By Phillip Burk
Phillip Burk, President

ATTEST:

Marci Carthan
Marci Carthan, Secretary

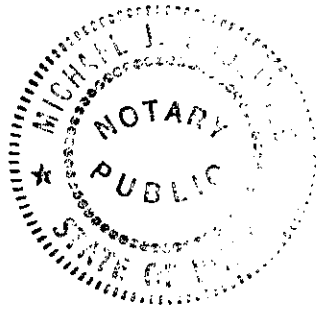
By Jeff Casey
Jeff Casey, Director

By Marshall Ogden
Marshall Ogden, Director

By Phillip Burk
Phillip Burk, Director

STATE OF IDAHO)
)ss
County of Ada)

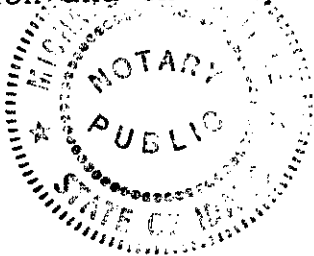
I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 15th day of July, 1990, personally appeared before me PHILLIP BURK, who, being by me first duly sworn, declared that he is the President and a Director of TWIN WIN OF NEVADA, INC., that he signed the foregoing document as President and a Director of the corporation and that the statements therein contained are true.



Michael J. Doelittle
 Notary Public for Idaho
 Residing at: Boise, Idaho
 My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
 County of Ada)

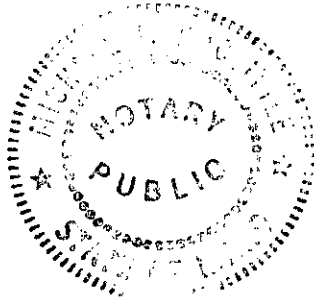
I, MICHAEL J. DOELITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me JEFF CASEY, who, being by me first duly sworn, declared that he is a Director of TWIN WIN OF NEVADA, INC., that he signed the foregoing document as a Director of the corporation and that the statements therein contained are true.



Michael J. Doelittle
 Notary Public for Idaho
 Residing at: Boise, Idaho
 My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
 County of Ada)

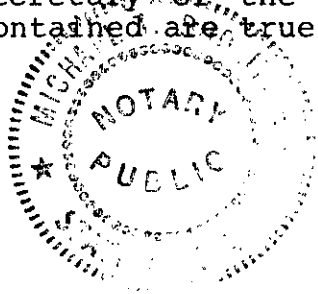
I, MICHAEL J. DOELITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me MARSHALL OGDEN, who, being by me first duly sworn, declared that he is a Director of TWIN WIN OF NEVADA, INC., that he signed the foregoing document as a Director of the corporation and that the statements therein contained are true.



Michael J. Doelittle
 Notary Public for Idaho
 Residing at: Boise, Idaho
 My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
County of Ada)

I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me MARCI CARTHAN, who, being by me first duly sworn, declared that she is the Secretary of TWIN WIN OF NEVADA, INC., that she signed the foregoing document as Secretary of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Burke, Idaho
My Commission expires: 10/8/93

TWIN WIN OF UTAH, INC.

By Jeff Casey
Jeff Casey, President

ATTEST:

Marci Carthan
Marci Carthan, Secretary

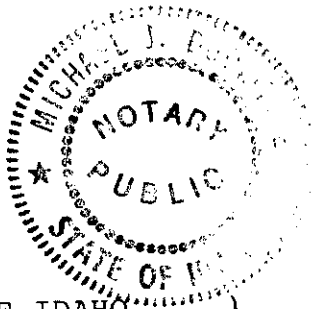
By Jeff Casey
Jeff Casey, Director

Marshall Ogden
Marshall Ogden, Director

Phillip Burk
Phillip Burk, Director

STATE OF IDAHO)
)ss
County of Ada)

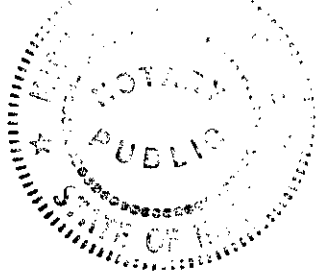
I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me JEFF CASEY, who, being by me first duly sworn, declared that he is the President and a Director of TWIN WIN OF UTAH, INC., that he signed the foregoing document as President and Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/6/93

STATE OF IDAHO)
)ss
County of Ada)

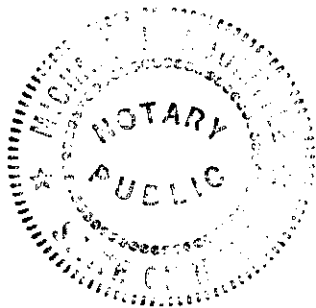
I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me MARSHALL OGDEN, who being by me first duly sworn, declared that he is the a Director of TWIN WIN OF UTAH, INC., that he signed the foregoing document as Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/6/93

STATE OF IDAHO)
)ss
County of Ada)

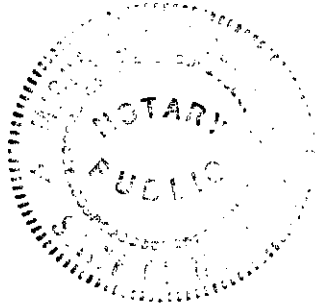
I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of July, 1990, personally appeared before me PHILLIP BURK, who, being by me first duly sworn, declared that he is the a Director of TWIN WIN OF UTAH, INC., that he signed the foregoing document as Director of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/6/93

STATE OF IDAHO)
)ss
County of Ada)

I, MICHAEL J. DOOLITTLE, a notary public, do hereby certify that on this 1st day of JULY, 1990, personally appeared before me MARCI CARTHAN, who, being by me first duly sworn, declared that she is the Secretary of TWIN WIN OF UTAH, INC., that she signed the foregoing document as Secretary of the corporation and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: Born, Idaho
My Commission expires: 10/8/93

**AMENDED APPOINTMENT OF AGENT FOR SERVICE OF PROCESS
AND CONSENT TO SERVICE IN IDAHO**

Twin Win of Utah, Inc., a Utah corporation, the surviving corporation from that certain merger between Twin Win Inc., an Idaho corporation; Twin Win of Nevada, Inc., a Nevada corporation; and Twin Win of Utah, Inc., a Utah corporation, in compliance with Section 30-1-77 Idaho Code, hereby consents to service of process in Idaho, appoints the Secretary of State of Idaho as its agent for service of process and agrees to promptly pay the dissenting shareholders of Twin Win Inc. the amounts to which they are entitled by law, as follows:

1. Twin Win of Utah, Inc., a Utah corporation governed by the laws of the State of Utah, the corporation surviving the merger referred to above, hereby agrees that it may be served with process in the State of Idaho for the enforcement of any obligation of Twin Win Inc., an Idaho corporation or in any proceeding for the enforcement of the rights of a dissenting shareholder of Twin Win Inc. against Twin Win of Utah, Inc.; and

2. Hereby irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process on its behalf in any action to enforce the payment of any obligations of Twin Win Inc. or to enforce the rights of any dissenting shareholder of Twin Win Inc. against Twin Win of Utah, Inc.; and

3. Hereby agrees to promptly pay to the dissenting shareholders of Twin Win Inc. the amount, if any, to which they

are entitled pursuant to law.

4. The office of Twin Win of Utah, Inc. in Idaho for service of process is 404 South 8th Street, Suite 420, Boise, Idaho 83702.

Dated this 1st day of July, 1990.

TWIN WIN OF UTAH, INC.

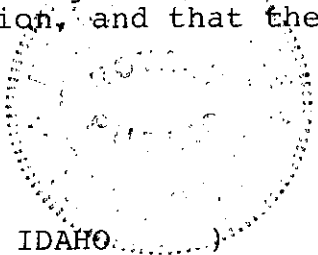
By *Jeff Casey*
Jeff Casey, President

ATTEST:

Marci Carthan
Marci Carthan, Secretary

STATE OF IDAHO)
)ss
County of Ada)

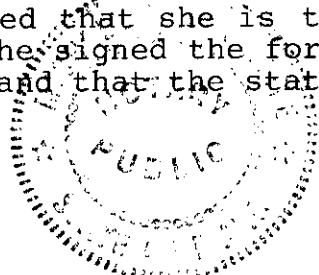
I, Michael J. Doolittle, a notary public, do hereby certify that on this 1st day of July, 1990 personally appeared before me JEFF CASEY, who, being by me first duly sworn, declared that he is the President of Twin Win of Utah, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: *Boise, Idaho*
My Commission expires: 10/8/93

STATE OF IDAHO)
)ss
County of Ada)

I, Michael J. Doolittle, a notary public, do hereby certify that on this 1st day of July, 1990 personally appeared before me MARCI CARTHAN, who, being by me first duly sworn, declared that she is the Secretary of Twin Win of Utah, Inc., that she signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true.



Michael J. Doolittle
Notary Public for Idaho
Residing at: *Boise, Idaho*
My Commission expires: 10/8/93