



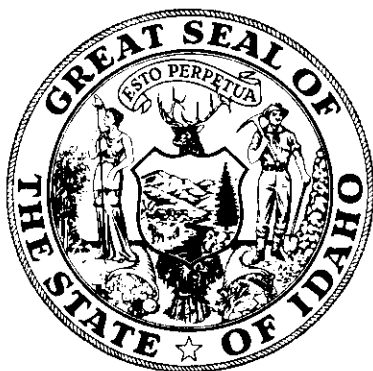
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of SUNNY RIDGE MANOR,
INC.

into THE SUNNY RIDGE FOUNDATION, INC.,
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 April 14, 19 32.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER
OF SUNNY RIDGE MANOR, INC. INTO
THE SUNNY RIDGE FOUNDATION, INC.

Pursuant to the provisions of Section 30-1-74 of the Idaho Code, the undersigned nonprofit corporations adopt the following Articles of Merger for the purpose of merging them into one corporation:

FIRST: The following Plan of Merger was approved by the members and directors of Sunny Ridge Manor, Inc., and the directors of The Sunny Ridge Foundation, Inc., in the manner prescribed by Section 30-1-73 of the Idaho Code:

PLAN OF MERGER

SECTION 1. EFFECTIVE DATE

The merger provided for in this Agreement shall become effective upon the completion of the following:

(1) Adoption of this Agreement by the directors of Manor and Foundation and by the members of Manor pursuant to the laws of the State of Idaho;

(2) Execution and filing of the Articles of Merger required by Section 30-1-74 of the Idaho Code.

The Constituent Corporations shall agree upon the date on which the Articles of Merger shall be filed with the Secretary of State of the State of Idaho, with such filings to take place with reasonable promptness after the approval of this Agreement by the directors of the Constituent Corporations and members of Manor. Such date of filing is hereinafter referred to as the "Effective Date."

SECTION 2. GOVERNING LAW

The Surviving Corporation shall be governed by the laws of the State of Idaho.

SECTION 3. ARTICLES OF INCORPORATION

The Articles of Incorporation of Foundation shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Idaho.

SECTION 4. BY-LAWS

The By-Laws of the Surviving Corporation shall be the By-Laws of Foundation as in effect on the date of this Agreement.

SECTION 5. MANNER OF CONVERTING MEMBERSHIP

Each membership in Foundation which exists on the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be and continue to constitute a membership in Foundation. Each membership in Manor which exists on the Effective Date shall, by virtue of the merger and without any action on the part of Manor, be converted to membership in Foundation. As promptly as practicable after the Effective Date, each holder of an outstanding certificate of membership in Manor shall surrender the same to the Corporate Secretary of Foundation and shall receive, in exchange, a certificate of membership in Foundation.

SECTION 6. BOARD OF DIRECTORS AND OFFICERS

Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation shall be the Board of Directors of Foundation in office on the Effective Date. The elected officers of the Surviving Corporation, who shall continue in

office at the pleasure of the Board of Directors of the Surviving Corporation, shall be the elected officers of Foundation on the Effective Date.

SECTION 7. EFFECT OF THE MERGER

On the Effective Date, the separate existence of Manor shall cease (except insofar as continued by statute) and it shall be merged with and into the Surviving Corporation. All the property, real, personal and mixed, of each of the Constituent Corporations, and all the debts due to either of them, shall be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations, of each of the Constituent Corporations, and any claim or judgment against either of the Constituent Corporations may be enforced against the Surviving Corporation.

SECTION 8. APPROVAL BY

MANOR MEMBERS

This Agreement shall be submitted to the members of Manor as provided by Section 30-1-73 of the Idaho Code at a meeting called for the purpose of considering and acting upon said Agreement. There shall be required for the adoption of this Agreement the majority vote and consent of the members of Manor. There being no change required in the Articles of Incorporation of Foundation and the other provisions of Section 30-1-73(d) of the Idaho Code being met, no approval by Foundation members is required, and approval of this Agreement by the directors of Foundation shall be deemed approval by Foundation.

SECTION 9. GENERAL PROVISIONS

(1) Further Assurances. At any time, and from time to time, after the Effective Date, each party will execute such additional instruments and take such action as may reasonably be requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

(2) Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

(3) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

SECTION 10. HEADINGS

The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

SECOND: (a) As to SUNNY RIDGE MANOR, INC., there are six (6) members, all of whom were entitled to vote on the plan.

(b) As to THE SUNNY RIDGE FOUNDATION, INC., a vote of members is not required by virtue of Section 30-1-73(d) of the Idaho Code.

THIRD: As to SUNNY RIDGE MANOR, INC., the number of members who voted for and against the plan was as follows:

For 6

Against 0

Dated this 8th day of April, 1982.

THE SUNNY RIDGE FOUNDATION, INC.

By *Paul Benford*
Its President

By *Thomas Whitson*
Its Secretary

SUNNY RIDGE MANOR, INC.

By *Wesley R. Schober*
Its President

By *William L. Martin*
Its Secretary

STATE OF IDAHO)
County of Canyon) :ss

I, Barbara E. Smith, a notary public, do hereby certify that on this 8 day of April, 1982, personally appeared before me Cecil Binford, who, being by me first duly sworn, declared that he is the President of THE SUNNY RIDGE FOUNDATION, INC., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Barbara E. Smith
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: Jan. 1-1985

(SEAL)

STATE OF IDAHO)
County of Canyon) :ss

I, Barbara E. Smith, a notary public, do hereby certify that on this 8 day of April, 1982, personally appeared before me Wesley Shober, who, being by me first duly sworn, declared that he is the President of SUNNY RIDGE MANOR, INC., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Barbara E. Smith
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission expires: Jan. 1-1985

(SEAL)