

# 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 G.B.R. BUILDERS-DESIGNERS, INC., an Arizona corporation, into G.B.R. BUILDERS-DESIGNERS, INC., an Idaho corporation, duly executed 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: June 28, 1995



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *J. D. Wright*

100-10711-195

SECRET

## ARTICLES OF MERGER

OF

### G.B.R. BUILDERS-DESIGNERS, INC.

(An Arizona Corporation)

The Merging Corporation

AND

### G.B.R. BUILDERS-DESIGNERS, INC.

(An Idaho Corporation)

The Surviving Corporation

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

**FIRST:** The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

G.B.R. BUILDERS-DESIGNERS, INC. IDAHO

G.B.R. BUILDERS-DESIGNERS, INC. ARIZONA

**SECOND:** The laws of the State under which such foreign corporation is organized permits such merger.

**THIRD:** The name of the surviving corporation is G.B.R. BUILDERS-DESIGNERS, INC., an Idaho corporation, and it is governed by the laws of the State of Idaho.

**FOURTH:** The following Plan of Merger was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the Idaho Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of Arizona under which it was organized:

**(THE PLAN OF MERGER IS INSERTED HERE BY ATTACHMENT TO THE**

100-0900 100774 2  
OK #: 3607 CUST 47135  
IDAHO SECRETARY OF STATE  
ATTACHMENT TO THE  
CORP  
10 30.00= 30.00

**ARTICLES OF MERGER AS EXHIBIT "A")**

**FIFTH:** As to each of the undersigned corporations, the number of 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>Entitled to Vote as a Class</u>	
Name of Corporation	# Shares Outstanding	Class	# of Shares
G.B.R. BUILDERS-DESIGNERS, INC. - 100,000 (An Idaho Corporation)		Common	100,000
G.B.R. BUILDERS-DESIGNERS, INC. - 100,000 (An Arizona Corporation)		Common	100,000

**SIXTH:** As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>			
	Total Voted For	Total Against	<u>Entitled to Vote as a Class</u>	
		Voted For	Voted Against	
G.B.R. BUILDERS-DESIGNERS, INC. 100,000 (An Idaho Corporation)		-0-	100,000	-0-
G.B.R. BUILDERS-DESIGNERS, INC. 100,000 (An Arizona Corporation)		-0-	100,000	-0-

**SEVENTH:** If the surviving corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Idaho in any proceeding for the enforcement of any obligation of the undersigned domestic corporation

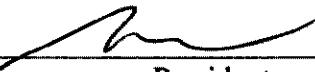
and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of the State of Idaho as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Idaho Business Corporation Act with respect to the rights of dissenting shareholders.

Dated this 27<sup>th</sup> day of June, 1995.

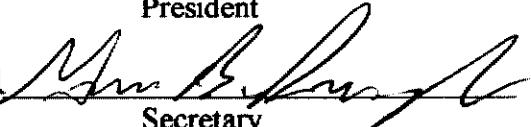
**G.B.R. BUILDERS-DESIGNERS, INC.**

(An Idaho Corporation)

The Surviving Corporation

By 

President

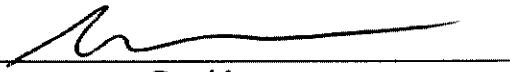
And 

Secretary

**G.B.R. BUILDERS-DESIGNERS, INC.**

(An Arizona Corporation)

The Merging Corporation

By 

President

And 

Secretary

**VERIFICATION**

STATE OF IDAHO )  
County of Kootenay )ss.)

I, GARY H. PIGMAN, a Notary Public, do hereby certify that on this 2<sup>nd</sup> day of June, 1995, personally appeared before me GEORGE B. RECK, SR., who, being by me first duly sworn, declared that he is the PRESIDENT of G.B.R. BUILDERS-DESIGNERS, INC., an Idaho Corporation, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

John D. Lyons  
Notary Public for Idaho  
Residing at Boise  
My commission expires life

STATE OF IDAHO )  
County of Kootenai ) ss.

I, GARY H. PIGMAN, a notary public, do hereby certify that on this 24<sup>th</sup> day of June, 1995, personally appeared GEORGE B. RECK, SR., who, being by me first duly sworn, declared that he is the PRESIDENT of G.B.R. BUILDERS-DESIGNERS, INC., an Arizona Corporation, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

John R. Burns  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires July 1, 2010

**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**G.B.R. BUILDERS-DESIGNERS, INC.**

**An Idaho Corporation**

**(The Surviving Corporation)**

**AND**

**G.B.R. BUILDERS-DESIGNERS, INC.**

**An Arizona Corporation**

**(The Merging Corporation)**

**PLAN AND AGREEMENT OF MERGER**, dated this 12<sup>th</sup> day June, 1995, between

G.B.R. BUILDERS-DESIGNERS, INC. , an Idaho Corporation, and sometimes referred to herein as the Surviving Corporation, and G.B.R. BUILDERS-DESIGNERS, INC., an Arizona Corporation, and sometimes referred to herein as the Merging Corporation, which two corporations are hereinafter sometimes referred to as the Constituent Corporations.

**First  
Recitals**

G.B.R. BUILDERS-DESIGNERS, INC. 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 Arizona.

G.B.R. BUILDERS-DESIGNERS, INC. the Surviving Corporation has an authorized capital of 100,000 shares of Common Stock with a par value of \$1.00 each, of which on the 10<sup>th</sup> day of June 1995, 100,000 shares were issued and outstanding.

The Merging Corporation has an authorized capital of 100,000 shares of Common Stock with a par value of \$1.00 each, of which on the date of execution of the Agreement 100,000 shares were issued and outstanding, and NO (-0-) shares were held in its treasury, and NO (-0-)

shares were 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 their respective corporations and stockholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of applicable statutes of both the State of Idaho and the State of Arizona, and have entered into this Agreement of Merger in connection with the merger.

**Second  
Agreement of merger**

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be G.B.R. BUILDERS-DESIGNERS, INC. an Idaho Corporation, the Surviving Corporation, whose name shall remain the same and whose Articles of Incorporation shall be amended in other respects as provided herein or required by law pursuant to the laws of both the State of Idaho and the State of Arizona, 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 G.B.R. BUILDERS-DESIGNERS, INC., an Idaho Corporation, which shall be the Surviving Corporation.

**Third  
Articles of Incorporation of Surviving Corporation**

The Articles of Incorporation of G.B.R. BUILDERS-DESIGNERS, INC. an Idaho

Corporation shall not be amended and shall continue to read as shown, and shall continue to be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Corporation Law of the State of Idaho.

**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 and such By-Laws.

**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 of 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, the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

1. Each share of Common Stock of the Surviving Corporation which is issued and outstanding or in its treasury 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 fully paid

and a nonassessable share of the Surviving Corporation's Common Stock with a par value of \$1.00 each.

2. Each share of the Merging Corporation's Common Stock 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 holder of such Common Stock, one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation; provided, however, that no fractional shares shall be issued, but, in lieu thereof, arrangements will be made to issue to an Agent for the holders otherwise entitled to the fractional share interest, if any, a certificate or certificates for the number of whole shares representing the aggregate of such fractional share interests, if necessary, rounded off to the next highest whole share. The Agent will sell such whole shares and distribute the proceeds of sale to the stockholders entitled thereto in proportion to their fractional share interests. 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; provided, however, that until the holder of such certificate shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of Common Stock of the Surviving Corporation as of any date subsequent to the effective date of the merger and no payment, if any, in lieu of fractional shares shall be paid to such holder with respect to the Common Stock of the Surviving Corporation represented by such certificate. However, upon surrender and exchange of such certificates as herein provided, there shall be paid to the record holder of the certificate or certificates of Common Stock of the Surviving Corporation issued in exchange therefor an amount with respect

to such shares(s) of Common Stock equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of Common Stock of the Surviving Corporation between the effective date of the merger and the date of such exchange and the payment, if any, to which he may be entitled in respect of a fractional share interest, also without interest.

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.

4. On the effective date of the merger, any shares of Common Stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by the Surviving Corporation, shall be concealed and retired without further action, and no shares of Common Stock of the Surviving Corporation shall be issued in respect thereof.

5. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, **if any**, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the Corporation Laws of the State of Idaho with respect to the rights of dissenting shareholders.

#### **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 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 as effectually 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.

The Surviving Corporation agrees that it may be served with process in the State of Arizona and irrevocably appoints the Secretary of State of Arizona as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Arizona prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder, if any, of the Merging Corporation against the Surviving Corporation.

**Eighth  
Accounting and State 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 shall be 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 \$10,000.00.

**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 of the Constituent Corporations at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of any one of the following events:

1. If the merger fails to obtain the requisite vote of stockholders of either of the

Constituent Corporations not later than the 30TH day of June 1995; or

2. If, in the judgment of the Board of Directors of either of the Constituent Corporations, the merge would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the Corporation Law of the State of Idaho or in the Corporation Law of the State of Arizona.

**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, except upon the exercise of presently outstanding restricted stock options, if any, 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 the date on which the recording required to complete the merger under the respective laws of the States of Idaho and Arizona is performed or June 30, 1995, whichever later occurs.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and

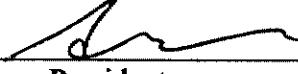
have caused their respective corporate seals of the Constituent Corporations to be affixed hereto  
the \_\_\_\_ day of June 1995.

**G.B.R. BUILDERS-DESIGNERS, INC.**  
An Idaho Corporation  
The Surviving Corporation

ATTEST:

  
Secretary

By

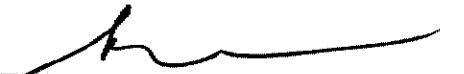
  
President

**G.B.R. BUILDERS-DESIGNERS, INC.**  
An Arizona Corporation  
The Merging Corporations

ATTEST:

  
Secretary

By

  
President

STATE OF IDAHO )  
                         ) ss  
County of Kootenai )

On this 12<sup>th</sup> day of June 1995, I, the undersigned, a Notary Public in and for said State, personally appeared GEORGE B. RECK, SR., known to me to be the President of G.B.R. BUILDERS-DESIGNERS, INC., an Idaho Corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

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

*Sam D. Sigma*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: *Payette, Idaho*  
My commission expires *Sept. 6, 1995*

STATE OF *Arizona* )  
                          )ss.  
County of *Maricopa* )  
                          )

On this 23<sup>rd</sup> day of June, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE B. RECK, JR., known to me to be the Secretary of G.B.R. BUILDERS-DESIGNERS, INC., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

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

*Theresa E. LaCause*  
\_\_\_\_\_  
Notary Public for *Arizona*  
Residing at: *Scottsdale*  
My commission expires: *Feb. 6, 1999*

STATE OF IDAHO                    )  
  )  
  )ss.  
County of Kootenai                )

On this \_\_\_\_ day of June, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE B. RECK, SR., known to me to be the President of G.B.R. BUILDERS-DESIGNERS, INC., an Arizona corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

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 for Idaho

Residing at: ✓

**My commission expires**

My commission expires

STATE OF *Arizona* )  
County of *Mesa* )  
ss.

On this 22 day of June 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Wims E. LaCluse, known to me to be the Secretary of G.B.R. BUILDERS-DESIGNERS, INC., an Arizona corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

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 for  
Residing at: *Shore*  
My commission expires

10. *What is the best way to increase the number of people who use a particular service?*

MY COMMISSION

MAY COMMUNISM 201