

**FILED/EFFECTIVE**

**ARTICLES OF MERGER**

**OF**

**636 GOLF SIERRA, INC.**  
(an Oregon corporation)

**AND**

**THE 466 CORPORATION**  
(an Idaho corporation)

IDAHO SECRETARY OF STATE  
04/14/2008 09:00  
CX: 38337 CT: 49569 IN: 34874  
10 30.00 = 30.00 MERGER # 2  
10 20.00 = 20.00 EXPENSES  
C 96830

To the Secretary of State  
of the State of Idaho

Pursuant to the provisions of the Idaho Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging 636 GOLF SIERRA, INC., an Oregon corporation, with and into THE 466 CORPORATION, an Idaho corporation, as adopted by the Board of Directors of 636 GOLF SIERRA, INC. and as adopted by the Board of Directors of THE 466 CORPORATION.

2. (a) With respect to THE 466 CORPORATION, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the voting group entitled to vote on the said merger, are as follows:

- Designation of voting group: common stock
- Number of outstanding shares of voting group: 3,000
- Number of votes of voting group entitled to be cast on the merger: 3,000

(b) The total number of votes cast for and against the merger by the voting group entitled to vote on the said merger is as follows:

- Designation of voting group: common stock
- Number of votes of voting group cast for the merger: 3,000
- Number of votes of voting group cast against the merger: 0

(c) The number of votes cast for the said merger was sufficient for the approval thereof by the said voting group.

3. (a) With respect to 636 GOLF SIERRA, INC., the designation, the number of outstanding shares, and the number of votes entitled to be cast by the voting group entitled to vote on the said merger, are as follows:

- Designation of voting group: common stock
- Number of outstanding shares of voting group: 100
- Number of votes of voting group entitled to be cast on the merger: 100

(b) The total number of votes cast for and against the merger by the voting group entitled to vote on the said merger is as follows:

- Designation of voting group: common stock
- Number of votes of voting group cast for the merger: 100
- Number of votes of voting group cast against the merger: 0

(c) The number of votes cast for the said merger was sufficient for the approval thereof by the said voting group.

4. The merger of 636 GOLF SIERRA, INC. with and into THE 466 CORPORATION is permitted by the laws of the jurisdiction of organization of 636 GOLF SIERRA, INC. and has been authorized in compliance with said laws.

5. THE 466 CORPORATION will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Idaho Business Corporation Act.

Executed on March 31, 2000

THE 466 CORPORATION

By: Elizabeth M. Webster  
Elizabeth M. Webster  
President

636 GOLF SIERRA, INC.

By: Elizabeth M. Webster  
Elizabeth M. Webster  
President

**EXHIBIT A**

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") made and entered into on this 31 day of March, 2000, by and between 636 GOLF SIERRA, INC., an Oregon corporation ("636"), and THE 466 CORPORATION, an Idaho corporation ("466").

### BACKGROUND

WHEREAS, the Board of Directors of each of 636 and 466 has determined that it is advisable that 636 merge with and into 466 upon the terms and conditions set forth herein and in accordance with the laws of the State of Oregon and the State of Idaho.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, and intending to be legally bound, it is agreed between the parties hereto as follows:

### SECTION 1. THE MERGER

1.1 Merger; Surviving Corporation. In accordance with, and subject to, the provisions of this Agreement, the Oregon Business Corporation Act ("ORBCA") and the Idaho Business Corporation Act ("IBCA"), at the Effective Time (as such term is defined in Section 1.5 hereof), 636 shall be merged with and into 466 (the "Merger"), which shall be the corporation surviving the Merger. After the Effective Time, 466 (hereinafter sometimes referred to as the "Surviving Corporation") shall continue its corporate existence as the corporation surviving the Merger under the laws of the State of Idaho. At the Effective Time, the separate existence of 636 shall cease. All properties, franchises and rights belonging to each of the constituent corporations to the Merger, by virtue of the Merger and without further act or deed, shall be deemed to be vested in the Surviving Corporation, which shall thenceforth be responsible for all the liabilities and obligations of each of the constituent corporations to the Merger.

1.2 Articles of Incorporation. The Articles of Incorporation of 466 in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided therein or by law.

1.3 By-Laws. The By-Laws of 466 in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein or by law.

1.4 Directors and Officers. The directors of 466 immediately prior to the Effective Time shall serve as directors of the Surviving Corporation following the Effective Time in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation and the IBCA. The officers of 466 immediately prior to the Effective Time shall serve in such capacities at the pleasure of the Board of Directors of the Surviving Corporation following the Effective

Time in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation and the IBCA.

1.5 Effective Time; Filings.

(a) The Merger shall become effective at the time and date that the last of the following two events has occurred: (i) the acceptance for filing of articles of merger (the "IBCA Articles of Merger") by the Secretary of State of the State of Idaho in accordance with Sections 30-1-1105 and 30-1-1107 of the IBCA, and (ii) the acceptance for filing of articles of merger (the "ORBCA Articles of Merger") by the Secretary of State of the State of Oregon in accordance with Sections 60.494 and 60.501 of the ORBCA. The time and date when the Merger shall become effective are referred to herein as the "Effective Time."

(b) The IBCA Articles of Merger shall be executed by each of the constituent corporations to the Merger and delivered to the office of the Secretary of State of the State of Idaho, for filing, as stated above, immediately upon the fulfillment of the condition set forth in Section 1.7 hereof.

(c) The ORBCA Articles of Merger shall be executed by each of the constituent corporations to the Merger and delivered to the office of the Secretary of State of the State of Oregon, for filing, as stated above, immediately upon the fulfillment of the condition set forth in Section 1.7 hereof.

1.6 Cancellation of Securities.

(a) The authorized capital stock of 636 consists of 1,000 shares of common stock, par value \$.01 per share, 100 shares of which have been issued and are outstanding on the date hereof. Each share of 636's common stock issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holder thereof, become null, void and cancelled.

(b) The authorized capital stock of 466 consists of 10,000 shares of common stock, par value \$100.00 per share, 3,000 shares of which have been issued and are outstanding on the date hereof. Each share of 466's common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed to be one (1) fully-paid and non-assessable share of common stock, par value \$100.00 per share, of the Surviving Corporation.

(c) As a result of the above cancellation of securities, the issued and outstanding capital stock of the Surviving Corporation immediately after the Effective Time will be 3,000 shares of common stock, par value \$100.00 per share.

1.7 Conditions. Notwithstanding any other provision of this Agreement, the obligations of the constituent corporations to the Merger to effect the Merger shall be subject to approval of this Agreement and the transactions contemplated hereby by (i) the sole stockholder of 466, and (ii) the sole stockholder of 636.

## SECTION 2. MISCELLANEOUS

2.1 Assignment and Benefit. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of all parties hereto. This Agreement shall not be construed as giving any person, other than the parties hereto and their permitted successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties, and permitted successors and assigns and for the benefit of no other person or entity.

2.2 Further Assurances. Each party hereto agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

2.3 Governing Law. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Idaho, without giving effect to otherwise applicable principles of conflicts of law, except insofar as the corporation laws of the State of Idaho and the State of Oregon apply to the Merger.

2.4 Entire Agreement. This Agreement together with the agreements, exhibits and certificates referred to herein or delivered pursuant hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

2.5 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

2.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

\*\*\*\*The remainder of this page was intentionally left blank\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers on the date first above written.

636 GOLF SIERRA, INC

By: Elizabeth M. Webster

Name: Elizabeth M. Webster

Title: President

THE 466 CORPORATION

By: Elizabeth M. Webster

Name: Elizabeth M. Webster

Title: President