

FILED/EFFECTIVE

ARTICLES OF MERGER OF

NO NOV -7 PM 4:54
SECRETARY OF STATE
STATE OF IDAHO

AH, JAMACA ME TAN IV INC.
an Idaho corporation

WITH AND INTO

AH, JAMACA ME TAN II, INC.
an Idaho corporation

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SECRETARY OF STATE
STATE OF IDAHO
11/08/2000 09:00
CK: none CT: 1117 PH: 559632
1 @ 30.00 = 30.00 MERGER # 2

Pursuant to the provisions of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The names of the business entities proposing to merge and the states under which such entities are organized are as follows:

<u>Name of Entity</u>	<u>State of Organization</u>
Ah, Jamaca Me Tan IV Inc. ("Company")	Idaho
Ah, Jamaca Me Tan II, Inc. ("Survivor")	Idaho

2. The surviving corporation is Ah, Jamaca Me Tan II, Inc., which changes its name to "Jamaca Me Tan, Inc." as of the effective date of the merger.

3. The Plan of Merger, attached hereto and incorporated herein, has been adopted and approved by the Company and the Survivor in accordance with the Idaho Business Corporation Act.

4. The number of the Company's shares outstanding at the time of such approval was 1 share, and the number of shares entitled to vote thereon was 1. The number of shares voted for the Plan of Merger was 1, and the number of shares voted against the Plan of Merger was 0. The number of votes cast for the Plan of Merger was sufficient for approval by the owners of the common stock of Company.

5. The number of the Survivor's shares outstanding at the time of such approval was 1 share, and the number of shares entitled to vote thereon was 1. The number of shares voted for the Plan of Merger was 1, and the number of shares voted against the Plan of Merger was 0. The number of votes cast for the Plan of Merger was sufficient for approval by the owners of the common stock of Survivor.

Dated this 31 day of October, 2000.

AH, JAMACA ME TAN IV INC.

By: *Amberly Blaser*
Secretary

AH, JAMACA ME TAN II, INC.

By: *Amberly Blaser*
Secretary

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Nov 7 4 23 PM '00
SECRETED
STATE OF IDAHO

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made of the 31st day of October, 2000, by and between AH, JAMACA ME TAN II, INC., an Idaho corporation ("Jamaca Me Tan II"), and AH, JAMACA ME TAN IV INC., an Idaho corporation ("Jamaca Me Tan Merger"). Jamaca Me Tan II and Jamaca Me Tan Merger are sometimes referred to collectively as the "Constituent Corporations".

The authorized capital stock of Jamaca Me Tan Merger consists of one hundred (100) shares of Common Stock. The authorized capital stock of Jamaca Me Tan II, upon effectuation of the transactions set forth in this Merger Agreement, will consist of one hundred (100) shares of Common Stock.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Jamaca Me Tan Merger merge with and into Jamaca Me Tan II upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Jamaca Me Tan Merger shall merge with and into Jamaca Me Tan II on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 **Merger.** Jamaca Me Tan Merger shall be merged with and into Jamaca Me Tan II (the "Merger"), and Jamaca Me Tan II shall be the surviving corporation (the "Surviving Corporation") effective upon the date when a Certificate of Merger is filed with the Secretary of State of the State of Idaho (the "Effective Date").

1.2 **Succession.** On the Effective Date, Jamaca Me Tan II shall continue its corporate existence under the laws of the State of Idaho, and the separate existence and corporate organization of Jamaca Me Tan Merger, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 **Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the 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 the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected

and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall 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 it.

1.4 Capital Stock of Jamaca Me Tan II and Jamaca Me Tan Merger. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective shareholders, (i) each share of Common Stock of Jamaca Me Tan Merger issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of Common Stock of Jamaca Me Tan II, and each share of Common Stock of Jamaca Me Tan II issued and outstanding immediately prior thereto shall be reissued to show the correct name of the Surviving Corporation.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Common Stock of Jamaca Me Tan Merger shall be deemed for all purposes to evidence ownership of and to represent the shares of Jamaca Me Tan II, into which the shares of Jamaca Me Tan Merger represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of Jamaca Me Tan II evidenced by such outstanding certificate as above provided.

1.6 Options and Warrants. On the Effective Date, if any options, warrants or rights to purchase shares of Common Stock of Jamaca Me Tan Merger remain outstanding, then the Surviving Corporation will assume the outstanding and unexercised portions of such options and warrants and such options and warrants shall be changed and converted into options and warrants to purchase Common Stock of Jamaca Me Tan II, such that an option or warrant to purchase one share of Common Stock of Jamaca Me Tan Merger shall be converted into an option or warrant to purchase one-half ($\frac{1}{2}$) share of Common Stock of Jamaca Me Tan II. No other changes in the terms and conditions of such options or rights will occur.

1.7 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Jamaca Me Tan Merger under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Articles of Incorporation.** The Articles of Incorporation of Jamaca Me Tan II in effect on the Effective Date shall continue to be the Articles of Incorporation until thereafter amended as provided by law; provided, however, that Article I of the Articles of Incorporation shall be amended to read as follows: "The name of the corporation shall be: "Jamaca Me Tan, Inc."

2.2 **Bylaws.** The Bylaws of Jamaca Me Tan II as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation until thereafter amended.

2.3 **Directors.** The directors of Jamaca Me Tan II immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.4 **Officers.** The officers of Jamaca Me Tan II immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 **Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Jamaca Me Tan Merger and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of Jamaca Me Tan Merger or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 **Amendment.** At any time before or after approval by the sole shareholder of Jamaca Me Tan Merger, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the sole shareholder of Jamaca Me Tan Merger, the principal terms may not be amended without the further approval of the sole shareholder of Jamaca Me Tan Merger) Jamaca Me Tan Merger and Jamaca Me Tan II determine to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 **Conditions to Merger.** The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the sole shareholder of Jamaca Me Tan II in accordance with applicable provisions of the Idaho Business Corporation Act;

(b) The sole shareholder of Jamaca Me Tan Merger shall have approved the Merger in accordance with the Idaho Business Corporation Act; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Jamaca Me Tan II to be material to consummation of the Merger shall have been obtained.

3.4 **Abandonment or Deferral.** Notwithstanding the approval of this Merger Agreement by the sole shareholder of Jamaca Me Tan II or by the sole shareholder of Jamaca Me Tan Merger, at any time before the Effective Date, the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Jamaca Me Tan II and Jamaca Me Tan Merger, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or shareholders with respect thereto, except that Jamaca Me Tan II shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5 **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Jamaca Me Tan II and Jamaca Me Tan Merger, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.

JAMACA ME TAN II, INC.

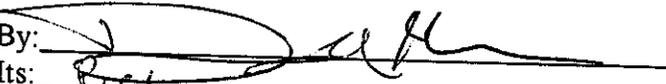
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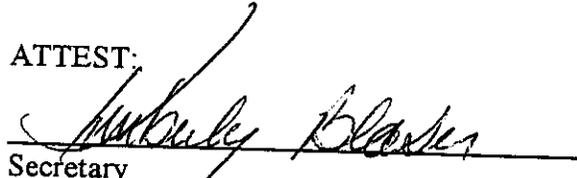

Secretary

JAMACA ME TAN IV, INC.

By: 

Its: Pres

ATTEST:


Secretary