

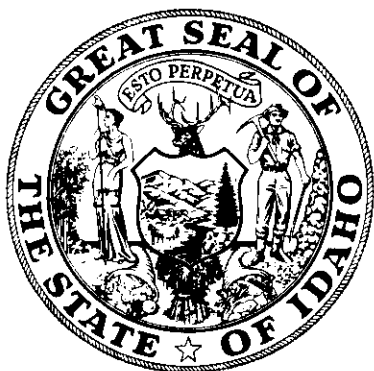


CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that  
duplicate originals of Articles of Merger of \_\_\_\_\_  
RIVERSIDE RETREAT, LTD., an Illinois corporation qualified in Idaho  
merging with and into  
into RIVERSIDE RETREAT OF IDAHO, INC. and survivor changed name to  
RIVERSIDE RETREAT, 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 February 4, 19 81



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO  
RIVERSIDE RETREAT, INC.

SECRETARY OF STATE

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 them into one of such corporations:

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

<u>Name of Corporation</u>	<u>State</u>
Riverside Retreat, Ltd.	Illinois
Riverside Retreat of Idaho, Inc.	Idaho

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

THIRD: The name of the surviving corporation is Riverside Retreat, Inc., and it is to be 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 under which it is organized:

Plan of Merger is attached hereto as Appendix A

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
Riverside Retreat, Ltd.	10
Riverside Retreat of Idaho, Inc.	10

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Voted Against</u>
Riverside Retreat, Ltd.	10	0
Riverside Retreat of Idaho, Inc.	10	0

DATED: 24 Nov. 1980.

RIVERSIDE RETREAT, LTD.

By Kenneth Kunz  
Its President

and Barbara D. Kunz  
Its Secretary

RIVERSIDE RETREAT OF IDAHO, INC.

By Kenneth Kunz  
Its President

and Barbara D. Kunz  
Its Secretary

STATE OF IDAHO )  
 ) ss  
County of Caribou )

I, the undersigned, a Notary Public, do hereby certify that on this 24 day of November, 1980, personally appeared KENNETH KUNZ and BARBARA D. KUNZ, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Riverside Retreat, Ltd., that they signed the foregoing document as President and Secretary of the corporation, and that the statements therein contained are true.

Clayton H. Kelly  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs

(SEAL)

STATE OF IDAHO )  
 ) ss  
County of Caribou )

I, the undersigned, a Notary Public, do hereby certify that on this 24 day of November, 1980, personally appeared KENNETH KUNZ and BARBARA D. KUNZ, who, being by me first duly sworn declared that they are the President and Secretary, respectively, of Riverside Retreat of Idaho, Inc, that they signed the foregoing document as President and Secretary of the corporation, and that the statements therein contained are true.

Clayton H. Kelly  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs

(SEAL)

PLAN AND AGREEMENT OF MERGER

Between

RIVERSIDE RETREAT OF IDAHO, INC.  
An Idaho Corporation

and

RIVERSIDE RETREAT, LTD.  
An Illinois Corportion

PLAN AND AGREEMENT OF MERGER, dated the 24 day of November, 1980, between Riverside Retreat of Idaho, Inc., an Idaho corporation, (hereinafter referred to as "Surviving Corporation" and Riverside Retreat, Ltd., an Illinois corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

FIRST

RECITALS

The Surviving Corporation 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 Illinois.

The Surviving Corporation has an authorized capital of 10 shares of Common Stock with a no par value, of which on the 24 day of November, 1980, 10 shares were issued and outstanding.

Th Merging Corporation has an authorized capital of 100 shares of Common Stock with no par value, of which on the date of execution of this Agreement 10 shares were issued and outstanding, and 90 shares were held in its treasury, and no 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 Illinois, 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 Riverside Retreat of Idaho, Inc., the Surviving Corporation, (whose name shall be changed and whose Articles of Incorporation shall be amended in other respects as provided herein) pursuant to the laws of both the State of Idaho and the State of Illinois, 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 Riverside Retreat, Inc, an Idaho corporation, which shall be the Surviving Corporation.

## THIRD

### ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of the Surviving Corporation which are set forth in Exhibit "A" to this Agreement, shall be amended in the following particulars:

1. The name of Surviving Corporation, as it is set forth in Article I shall be changed to "Riverside Retreat, Inc., an Idaho corporation.

Said amended Articles of Incorporation shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Corporation Law of the State of Idaho.

Such Amended Articles of Incorporation, as thus set forth, may be certified separately from this Agreement as the Amended Articles of Incorporation of the Surviving Corporation.

#### FOURTH

##### BYLAWS OF SURVIVING CORPORATION

The Bylaws of the Surviving Corporation in effect immediately prior to the effective date of the merger shall continue to be the Bylaws of the Surviving Corporation, until altered or repealed in the manner provided by law and such Bylaws.

#### FIFTH

##### DIRECTORS AND OFFICES 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 the Surviving Corporation, to hold office for the terms specified in the Bylaws 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 nonassessable share of the Surviving Corporation's Common Stock with a no par value.
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 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 an Agent for the holders otherwise entitled to a fractional share interest, 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 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 certificate 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 share(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 (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Idaho or the State of Illinois, and except for those certificates, if any, representing shares held by the Surviving Corporation on the effective date of the merger) 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 cancelled 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 Corporations 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 Illinois, and irrevocably



appoints the Secretary of State of Illinois 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 Illinois prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

#### EIGHTH

##### ACCOUNTING

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, 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.

#### 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 the Surviving Corporation or the Merging Corporation 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 the Surviving Corporation or of stockholders of the Merging Corporation not later than the 24 day of November, 1980; or

2. If, in the judgment of the Board of Directors of the Surviving Corporation or of the Merging Corporation, the merger 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 Illinois.

#### TENTH

##### REPRESENTATIONS AND WARRANTIES

The Surviving Corporation and the Merging Corporation

each represents and warrants to the other than 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, 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 last act prior to recording required to complete the merger under the respective laws of the States of Idaho and Illinois is performed.

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 24 day of November, 1980.

RIVERSIDE RETREAT OF IDAHO, INC.  
An Idaho corporation

By Kenneth Kunz  
President

Attest:

Barbara D. Kunz  
Secretary

RIVERSIDE RETREAT, LTD.  
An Illinois corporation

By Kenneth Kunz  
President

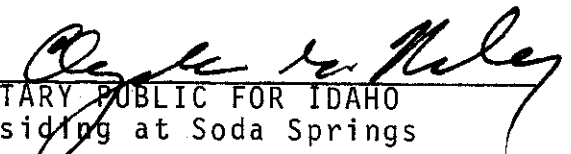
Attest:

Barbara D. Kunz  
Secretary

STATE OF IDAHO                    )  
  : ss  
County of Caribou                )

On this 24 day of November 1980, before me, the undersigned, a Notary Public, personally appeared KENNETH L. KUNZ and BARBARA D. KUNZ, known to me to be the President and Secretary, respectively of Riverside Retreat of Idaho, 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 that said President and 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 first above written.

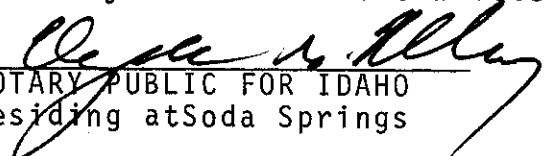
  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs

(SEAL)

STATE OF IDAHO                    )  
  : ss  
County of Caribou                )

On this 24 day of November, 1980, before me, the undersigned Notary Public, personally appeared KENNETH L. KUNZ and BARBARA D. KUNZ, known to me to be the President and Secretary, respectively of Riverside Retreat, Ltd, an Illinois 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 that said President and 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 first above written.

  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs

(SEAL)