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Boise, Idaho 83702

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2004 AUG 18 AM 10:00

SECRETARY OF STATE

**ARTICLES OF MERGER
OF FOREIGN CORPORATION
INTO
SHEDD PRODUCTIONS, INC.**

Pursuant to the provisions of Section 30-1-1106 of the Idaho Business Corporation Act and Section 53-14-4 of the New Mexico Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one corporation:

FIRST: The Plan and Agreement of Merger (the "Plan") attached hereto as **Exhibit A** and, by this reference, incorporated herein as if set forth in full, was approved by the unanimous consent of the shareholders of each of the undersigned corporations in the manner prescribed by both the Idaho Business Corporation Act and the New Mexico Business Corporation Act.

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on the Plan, are as follows:

| Name of Corporation | No. of Shares Outstanding | ENTITLED TO VOTE AS A CLASS Class Designation No. of Shares |
|-------------------------|---------------------------|--|
| Shedd Productions, Inc. | 100 | N/A |
| Shedd Productions, Inc. | 1,000 | N/A |

IDAHOO SECRETARY OF STATE
08/18/2004 05:00
CK: 4752 CT: 2105 BH: 760045
1 @ 30.00 = 30.00 MERGER # 2

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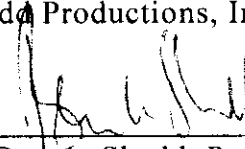
THIRD: As to each of the undersigned corporations, the total number of shares voted for and against the Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against the Plan, respectively, are as follows:

| Name of Corporation | NUMBER OF SHARES | | | | |
|--------------------------|------------------|---------------------|-----------------------------|-----------|---------------|
| | Total Voted For | Total Voted Against | Entitled to Vote as a Class | | |
| | | | Class | Voted For | Voted Against |
| Shedd Productions, Inc.. | 100 | 0 | N/A | N/A | N/A |
| Shedd Productions. Inc. | 1,000 | 0 | N/A | N/A | N/A |

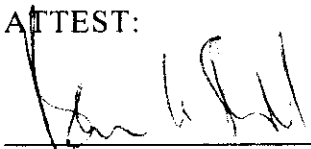
DATED the 9th day of August 2004.

Shedd Productions, Inc., an Idaho corporation

By


Ben A. Shedd, President

ATTEST:

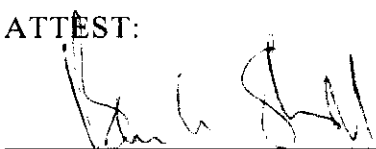

Ben A. Shedd, Secretary

Shedd Productions, Inc., a New Mexico corporation

By


Ben A. Shedd, President

ATTEST:


Ben A. Shedd, Secretary/3250521_1.DOC

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is made and entered into as of the 9th day of August 2004 by and between **SHEDD PRODUCTIONS, INC.**, an Idaho corporation (hereinafter referred to as the "Surviving Corporation"), and **SHEDD PRODUCTIONS, INC.**, a New Mexico corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations."

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Surviving Corporation is validly organized, existing, and in good standing under the laws of the state of Idaho.

B. Merging Corporation is validly organized, existing, and in good standing under the laws of the state of New Mexico.

C. Surviving Corporation has an authorized capital of 100,000 shares of common stock with no par value, of which on the effective date of this Agreement 100 shares were issued and outstanding.

D. Merging Corporation has an authorized capital of 1,000 shares of common stock with no par value, of which on the date of execution of this Agreement 1,000 shares were issued and outstanding.

E. The boards of directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that Merging Corporation merge with and into Surviving Corporation in accordance with the provisions of the applicable statutes of the state of Idaho and the state of New Mexico, and have entered into this Agreement in connection therewith.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, and in consideration of the mutual promises set forth in this Agreement, the Constituent Corporations agree as follows:

1. AGREEMENT OF MERGER.

1.1 The Constituent Corporations agree to merge into a single corporation which shall be Surviving Corporation, pursuant to the laws of the state of Idaho and the laws of the state of New Mexico, 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 Merging Corporation into shares of Surviving Corporation, as set forth in this Agreement. On the effective date of the merger, as set forth in Section 10 of this Agreement, Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease, and the

Constituent Corporations shall become a single corporation named "Shedd Productions, Inc."

2. ARTICLES OF INCORPORATION OF SURVIVING CORPORATION.

2.1 The Articles of Incorporation of Surviving Corporation set forth in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein as if set forth in full, shall continue to be the Articles of Incorporation of Surviving Corporation until further amended in accordance with the Idaho Business Corporation Act, I.C. § 30-1-101 *et seq.*

3. BY-LAWS OF SURVIVING CORPORATION.

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

4. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION.

4.1 The Directors and Officers of 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 Surviving Corporation and until their respective successors are duly elected and qualified.

5. MANNER AND BASIS OF CONVERSION OF SHARES.

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

a. Each share of common stock of 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 Surviving Corporation's common stock with no par value.

b. Each share of 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 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 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 Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of common stock of 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 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 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 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 Surviving Corporation between the effective date of the merger and the date of such exchange and payment, if any, to which he may be entitled in respect of a fractional share interest, also without interest.

c. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by 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 New Mexico and except for those certificates, if any, representing shares held by 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 Surviving Corporation, to receive new certificates for the number of shares of common stock of Surviving Corporation to which he is entitled.

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

e. Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of New Mexico Business Corporation Act with respect to the rights of dissenting shareholders.

6. EFFECT OF MERGER.

6.1 On the effective date of the merger, 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

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 Surviving Corporation as they were of the respective Constituent Corporations. 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 the property of either of the Constituent Corporations shall be preserved and unimpaired, and all debts, liabilities, obligations, and duties of the respective Constituent Corporations shall thenceforth attach to 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 Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in Surviving Corporation of the title to any of the property or rights of Merging Corporation, those persons who were proper officers and directors of 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 Surviving Corporation. For such purposes the capacity and authority of Merging Corporation and its officers shall be deemed to be continuing.

7. ACCOUNTING AND STATED CAPITAL.

7.1 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 Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations.

8. ABANDONMENT.

8.1 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by action of the board of directors of either Surviving Corporation or 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 the following events:

a. If the merger fails to obtain the requisite vote of stockholders of Surviving Corporation or of stockholders of Merging Corporation not later than August 9, 2004; or

b. If, in the judgment of the board of directors of Surviving Corporation or of 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 New Mexico Business Corporation Act.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Surviving Corporation and 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, or to declare or pay any dividends in stock or cash, or make any other distribution on or with respect to their outstanding stock.

10. EFFECTIVE DATE.

10.1 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 laws of the state of Idaho is performed.

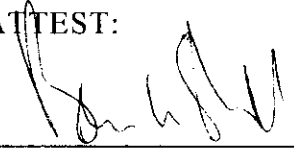
IN WITNESS WHEREOF, the undersigned officers have signed their names hereto.

SURVIVING CORPORATION:

Shedd Productions, Inc., an Idaho corporation

By 
Ben A. Shedd, President

ATTEST:



Ben A. Shedd, Secretary

MERGING CORPORATION:

Shedd Productions, Inc., a New Mexico corporation

By 
Ben A. Shedd, President

ATTEST:


Ben A. Shedd, Secretary

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