

State of Idaho

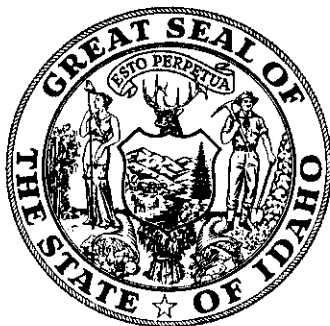
Department of State

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 RAIN FOREST LUMBER COMPANY, INC., an Idaho corporation, into INTERMOUNTAIN ORIENT, INC., an Idaho corporation, 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: March 31, 1993



Pete T. Cenarrusa
SECRETARY OF STATE

By *Larry J. Clark*

ARTICLES OF MERGER
Of
RAIN FOREST LUMBER COMPANY, INC.
Into
INTERMOUNTAIN ORIENT, INC.

MAR 31 3 24 PM '93
SECRETARY OF STATE

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the Boards of Directors of Rain Forest Lumber Company, Inc., an Idaho corporation, and Intermountain Orient, Inc., an Idaho corporation, have resolved to merge their two corporations pursuant to the following Articles of Merger, effective at the close of business on March 1, 1993, which will result in the merging of Rain Forest Lumber Company, Inc. into Intermountain Orient, Inc. (the "Surviving Corporation").

1. The attached Plan and Agreement of Merger was approved by unanimous resolution of the Boards of Directors of both corporations in the manner prescribed by the Idaho Business Corporation Act.

2. The number of shares of common stock of the Surviving Corporation is 100, constituting all of the issued and outstanding shares of such corporation. The holders of all such shares unanimously approved the Plan and Agreement of Merger by written consent without a meeting.

3. The number of shares of common stock of Rain Forest Lumber Company, Inc., is 9,000, constituting all of the issued and outstanding shares of such corporation. The holders of all such shares unanimously approved the Plan and Agreement of Merger by written consent without a meeting.

Dated this 1st day of March, 1993.

Intermountain Orient, Inc.

By: [Signature]
Its President

By: Mike Confield
Its Secretary

Rain Forest Lumber Company, Inc.

By: [Signature]
Its President

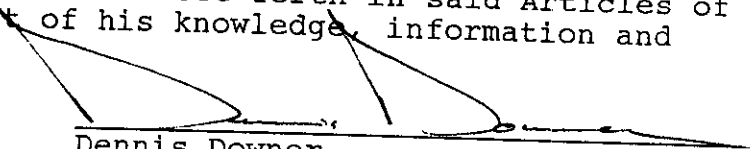
By: [Signature]
Its Secretary

STATE OF IDAHO)
) ss.
County of Ada)

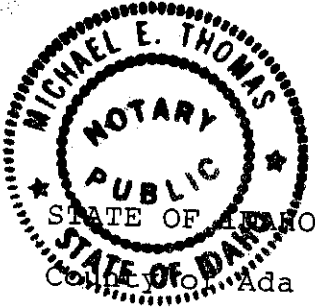
says: Dennis Downer, being first duly sworn, deposes and


He is the Secretary of Rain Forest Lumber Company, Inc., one of the corporations named in the above-entitled Articles of Merger, and is authorized to make this verification on behalf of such corporation.

He has read the foregoing Articles of Merger and knows the contents thereof. The matters set forth in said Articles of Merger are true to the best of his knowledge, information and belief.


Dennis Downer

March SUBSCRIBED AND SWORN TO before me this 29 day of
 , 1993.




Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 10/6/93

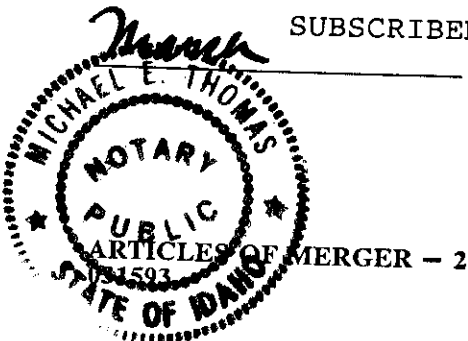
says: Mike Canfield, being first duly sworn, deposes and


He is the Secretary of Intermountain Orient, Inc., one of the corporations named in the above-entitled Articles of Merger, and is authorized to make this verification on behalf of such corporation.

He has read the foregoing Articles of Merger and knows the contents thereof. The matters set forth in said Articles of Merger are true to the best of his knowledge, information and belief.


Mike Canfield

March SUBSCRIBED AND SWORN TO before me this 29 day of
 , 1993.




Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 10/6/93

PLAN AND AGREEMENT OF MERGER

Between

Intermountain Orient, Inc.
an Idaho corporation
(the "Surviving Corporation")

and

Rain Forest Lumber Company, Inc.,
an Idaho corporation
(the "Disappearing Corporation")

March 1, 1993, This Plan and Agreement of Merger is entered into in Boise, Idaho, on (hereinafter referred to as "Intermountain Orient" and sometimes referred to as the "Surviving Corporation"), and Rain Forest Lumber Company, Inc., an Idaho corporation (hereinafter referred to as "Rain Forest" and sometimes referred to as the "Disappearing Corporation"), which corporations are hereinafter sometimes referred to as the "Constituent Corporations". This Agreement of Merger is made for the following reasons, which are material consideration and not mere recitals:

A. Intermountain Orient is validly organized, existing and in good standing under the laws of the State of Idaho. Rain Forest is validly organized, existing and in good standing under the laws of the State of Idaho.

B. Intermountain Orient has an authorized capital of 5,000,000 shares of common stock having a par value of \$0.01 each, of which on the 1 day of March, 1993, 100 shares were issued and outstanding.

C. Rain Forest has an authorized capital of 10,000 shares of common stock with a par value of \$0.01 each, of which on the date of execution of this Agreement 9,000 of such shares were issued and outstanding, and 1,000 of such shares were held in its treasury, and no shares were subject to stock options held by officers or employees.

D. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and shareholders that the Disappearing Corporation merge with and into Intermountain Orient in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Agreement of Merger in connection with the merger.

1. Agreement of Merger.

Now, therefore, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Intermountain Orient, Inc., the Surviving Corporation, pursuant to the laws of the State of Idaho, 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 Disappearing Corporation into shares of the Surviving Corporation, as herein set forth.

On the effective date of the merger, the Disappearing Corporation shall be merged with and into Intermountain Orient, and the separate existence of the Disappearing Corporation shall cease; the Constituent Corporations shall become a single corporation named "Intermountain Orient, Inc.," an Idaho corporation, which shall be the Surviving Corporation.

2. Articles of Incorporation of Surviving Corporation.

The Articles of Incorporation of Intermountain Orient which are set forth in Exhibit A to this Agreement shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the corporation laws of the State of Idaho.

3. Bylaws of Surviving Corporation.

The Bylaws of Intermountain Orient 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, except that the said Bylaws shall be amended (if they have not already been so amended) to provide that the number of directors shall be one (1) until the Bylaws are duly amended to provide otherwise.

4. Directors and Officers of Surviving Corporation.

The director and officers of Intermountain Orient immediately prior to the effective date of the merger shall continue to be the director and officers 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. As soon as the merger is effective, Mark Inglis shall be deemed elected to the office of Vice President of Intermountain Orient.

5. Manner and Basis of Conversion of Shares.

The treatment of the shares of the Surviving Corporation and the manner of converting the shares of the Disappearing Corporation into shares of common stock of the Surviving Corporation shall be as follows:

a. Each share of common stock of the Surviving Corporation issued and outstanding 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 Intermountain Orient's common stock having a par value of \$0.01.

b. Each share of the Disappearing 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 one-hundred-sixtieth (1/160th) fully paid and nonassessable share of common stock of the Surviving Corporation. Each outstanding certificate of common stock of the Disappearing Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of 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 shall be paid to such holder with respect to the common stock of the Surviving Corporation represented by such certificate.

c. Commencing the effective date of the merger, each holder of outstanding certificates for common stock of the Disappearing Corporation shall be entitled, upon surrender of the same, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which he is entitled.

d. On the effective date of the merger, any shares of common stock of the Disappearing 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.

6. 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 thence forth 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 Disappearing Corporation, those persons who were proper officers and directors of the Disappearing 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 Disappearing 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 Idaho and irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Disappearing Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Disappearing Corporation against the Surviving Corporation.

7. Accounting and Stated 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 Corporation, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$ 321,240, which amount is the combined stated capital of the Constituent Corporations on the date hereof.

8. Representations and Warranties.

Intermountain Orient and the Disappearing 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, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

9. 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 State of Idaho 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 1st day of March, 1993.

Intermountain Orient, Inc.,
an Idaho corporation
(the "Surviving Corporation")

By 
Its President


Attest:

Mike Confield
Secretary

Rain Forest Lumber Company, Inc.,
an Idaho corporation
(the "Disappearing Corporation")

By 
Its President

Attest:


Secretary

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