



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 _____

SPUR PRODUCTS CORP. (California - not qualified)

into SPUR PRODUCTS CORP. (Idaho - #96055),

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.

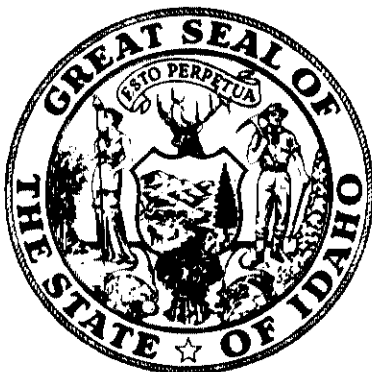
ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of

Merger

, and attach hereto a duplicate original of the Articles of

Merger

Dated August 29, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

W. H. Richards

Corporation Clerk

PLAN AND AGREEMENT OF MERGER

Between

AUG 29 4 07 PM '91

SPUR PRODUCTS CORP.,

SECRETARY OF STATE

**An Idaho Corporation
(The Surviving Corporation)**

and

SPUR PRODUCTS CORP.,

**A California Corporation
(The Merging Corporation)**

**PLAN AND AGREEMENT OF MERGER, dated August 20, 1991,
between Spur Products Corp., an Idaho corporation (hereinafter
referred to as "Spur" and sometimes referred to as the
"Surviving Corporation"), and Spur Products Corp., a California
corporation (hereinafter referred to as the "Merging
Corporation"), which two corporations are hereinafter sometimes
referred to as the "Constituent Corporations".**

FIRST

RECITALS

**Spur 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 California.**

**Spur has an authorized capital of 100,000 shares of Common
Stock with a par value of \$2.00 each, of which on the 20th day
of August, 1991, 100 shares were issued and outstanding.**

The Merging Corporation has an authorized capital of 100,000 shares of Common Stock with a par value of \$2.00 each, of which on the date of execution of this Agreement 6084 shares were issued and outstanding, and 93,916 shares were held in treasury.

The Boards of Directors of the Constituent Corporations deem it advisable and in the best interest of their respective corporations and stockholders that the Merging Corporation merge with and into Spur in accordance with the provisions of applicable statutes of both the State of Idaho and the State of California, 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 Spur, the Surviving Corporation, pursuant to the laws of both the State of Idaho and the State of California, 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 Spur and the separate existence of the Merging Corporation shall cease; the

Constituent Corporations shall become a single corporation named "Spur Products Corp.," an Idaho corporation, which shall be the Surviving Corporation.

THIRD

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of Spur which are set forth in Exhibit "A" to this Agreement, shall continue to be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Corporation Law of the State of Idaho.

FOURTH

BY-LAWS OF SURVIVING CORPORATION

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

FIFTH

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of Spur immediately prior to the effective date of merger shall continue to be the Directors and Officers of the Surviving Corporation, to hold office for the terms specified in the By-Laws 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 Spur, 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 Spur which is issued and outstanding immediately prior to the effective date of the merger shall, concurrently with the merger, be cancelled and returned to the status of authorized but unissued shares.

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 (1) 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 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 the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full 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 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 California and except for those certificates, if any, representing shares held by Spur, 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 Spur, 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 California and irrevocably appoints the Secretary of the State of California 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 California 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 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 Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$12,168.00.

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 Spur 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 Spur or of stockholders of the Merging Corporation not later than October 1, 1991; or

2. If, in the judgment of the Board of Directors of Spur 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 Laws of the States of Idaho or California.

TENTH

REPRESENTATIONS AND WARRANTIES

Spur and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective neither will 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 its 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 California 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 as of the 20th day of August, 1991.

SPUR PRODUCTS CORP.,
an Idaho corporation
(the "Surviving Corporation")

By 
President

ATTEST:


Assistant Secretary

SPUR PRODUCTS CORP.,
a California corporation
(the "Merging Corporation")

By 
President

ATTEST:


Assistant Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 20th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS W. HICKS, known to me to be the President of Spur Products Corp., 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 said DENNIS W. HICKS 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 in this certificate first above written.



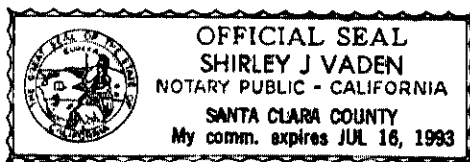
NOTARY PUBLIC For Idaho
Residing at Boise, therein.
My Commission Expires 12/12/91

(SEAL)


STATE OF California)
: ss.
County of Santa Clara)

On this 26th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared ALEXANDER SHIROKOW, known to me to be the Assistant Secretary of Spur Products Corp., 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 said ALEXANDER SHIROKOW 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 in this certificate first above written.



(SEAL)


NOTARY PUBLIC For Santa Clara Co.
Residing at Gilroy, CA
My Commission Expires July 16, 1993

STATE OF IDAHO)
: ss.
County of Ada)

On this 20th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally

appeared DENNIS W. HICKS, known to me to be the President of Spur Products Corp., a California 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 said DENNIS W. HICKS 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 in this certificate first above written.



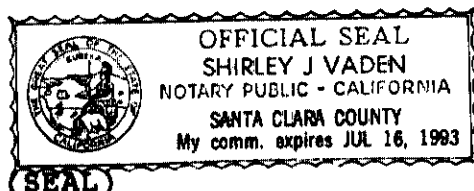
NOTARY PUBLIC For Idaho
Residing at Boise, therein.
My Commission Expires 12/12/91


(SEAL)

STATE OF California)
 : ss.
County of Santa Clara)

On this 26th day of August, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared ALEXANDER SHIROKOW, known to me to be the Assistant Secretary of Spur Products Corp., a California 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 said ALEXANDER SHIROKOW 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 in this certificate first above written.




NOTARY PUBLIC For Santa Clara, CA.
Residing at Gilroy, CA.
My Commission Expires July 16, 1993

VERIFICATION

AUG 29 4 01 PM '91
SECRETARY OF STATE

STATE OF IDAHO)
) ss.
County of Ada)

I, CHARLES W. FAWCETT, a Notary Public, do hereby certify that on this 20th day of August, 1991, personally appeared before me DENNIS W. HICKS, who, being by me first duly sworn, declared that he is the President of Spur Products Corp., an Idaho corporation and the President of Spur Products Corp., a California corporation, and in such respective capacities he further declared that he signed the foregoing Plan and Agreement of Merger, and that the statements therein contained are true.



NOTARY PUBLIC For Idaho
Residing at Boise, therein.
My Commission Expires 12/12/91

(SEAL)