

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 THE ST. ANTHONY UNION CANAL COMPANY, EGIN IRRIGATING COMPANY, INDEPENDENT CANAL COMPANY LIMITED and THE LAST CHANCE CANAL COMPANY, all Idaho corporations, into EGIN BENCH CANALS, 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: October 11, 1994



Pete T. Cenarrusa
Pete T. Cenarrusa
SECRETARY OF STATE
By *Sally J. Clark*

ARTICLES OF MERGER
OF DOMESTIC CORPORATION

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EGIN BENCH CANALS, INC.

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Pursuant to the provisions of Section 30-1-74 of the
Idaho Business Corporation Act, the undersigned corporations
adopt the following Articles of Merger for the purpose of merging
them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

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RECITALS

A. Egin Bench Canals, Inc. is validly organized, existing and in good standing under the laws of the State of Idaho. All of the merging corporations are validly organized, existing and in good standing under the laws of the State of Idaho.

B. Egin Bench Canals, Inc., the surviving Corporation, has an authorized capital of 90,350 shares of Common Stock with a par value of \$1.00 each, divided into 10,000 shares of Class A stock, 30,000 shares of Class B stock, 10,000 shares of Class C stock, 5,000 shares of Class D stock, 20,000 shares of Class E stock, 11,250 shares of Class F stock and 4,100 shares of Class G stock. As of date hereof the incorporators, representing all of the merging corporations, have subscribed to 15 shares of its capital stock, which will all be assigned to shareholders as a part of the allocation of stock in the surviving corporation, as hereinafter set forth.

C. The St. Anthony Union Canal Company, has an authorized capital of 3,001 shares of Common Stock with a par value of \$50.00 each, of which on the 26th day of July, 1993, 3,001 shares were issued and outstanding.

D. Egin Irrigating Company has an authorized capital of 402.835 shares of Common Stock with a par value of \$50.00 each, of which on the 26th day of July, 1993, 402.835 shares were issued and outstanding.

E. Independent Canal Company Limited has an authorized capital of 1,621.553 shares of Common Stock with a par value of \$50.00 each, of which on the 1st day of July, 1994, 1,621.553 shares were issued and outstanding.

F. The Last Chance Canal Company has an authorized capital of 400 shares of Common Stock with a par value of \$25.00 each, of which on the 1st day of July, 1993, 400 shares were issued and outstanding.

G. The Boards of Directors of the Constituent Corporations will consider the proposed plan and if they determine that it is in the best interests of their respective corporations and stockholders that the Merging Corporations merge with and into Egin Bench Canals, Inc., in accordance with the provisions of applicable statutes of the States of Idaho, they will submit it to the stockholders of the respective Merging Corporations.

II.

PLAN OF MERGER

The plan is to have the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Egin Bench Canals, Inc., the Surviving Corporation, (whose name shall not be changed and whose Articles of Incorporation shall not be amended in any respects as provided herein) pursuant to the laws of the State of Idaho, and shall 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 Corporations into shares of the Surviving Corporation, as herein set forth:

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

III.

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of Egin Bench Canals, Inc., the surviving corporation, which are set forth in Exhibit "A" to this Plan, shall not be amended, and 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.

Such Articles of Incorporation, as thus set forth, were certified by the Secretary of State of the State of Idaho on April 7, 1994.

IV.
BY-LAWS OF SURVIVING CORPORATION

The By-Laws of Egin Bench Canals, Inc., 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.

V.
DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of Egin Bench Canals, Inc., 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 By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

VI.
MANNER AND BASIS OF CONVERSION OF SHARES

A. The treatment of the shares of the merging corporations into shares of the common stock of the surviving corporation are as follows:

		SHARES IN EGIN BENCH CANALS, INC., TO BE ISSUED TO THE SHAREHOLDERS OF THE MERGING CORPORATIONS						
Name of Corp.	Its Shares	Class A	Class B	Class C	Class D	Class E	Class F	Class G
St. Anthony	3,001		30,000		5,000			1,200
Egin	402.835	10,000		10,000				1,150
Independent	1,621.553					20,000		1,750
Last Chance	400						11,250	
Totals		10,000	30,000	10,000	5,000	20,000	11,250	4,100

B. No shares of the capital stock of the surviving corporation have been issued, but 15 of its shares have been subscribed for by the incorporators thereof. The

incorporators are all representatives of the merging corporations, and said subscriptions shall be assigned by the incorporators, and merged in with the shares of the surviving corporation to be issued to the merging corporations' shareholders in exchange for their shares in the merging corporations, so that all of the stock to be issued by the surviving corporation, at the time of this merger, shall be issued to the shareholders of the merging corporations.

C. 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, fully paid and assessable shares of a Class of the Common Stock of the Surviving Corporation in accordance with the table above; provided, however, fractional shares may be issued. Each outstanding certificate for Common Stock of the Merging Corporations 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.

D. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for Common Stock theretofore issued by the Merging Corporations 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.

VII.
EFFECT OF MERGER

A. 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 water rights, canals, diversionary works, cash, bank, checking and savings accounts, and all other property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, 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.

B. 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 Corporations, those persons who were proper officers and directors of the Merging Corporations 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 Corporations and their officers shall be deemed to be continuing.

C. The Surviving Corporation shall agree that it may be served with process in the State of Idaho and shall irrevocably appoint 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 Merging Corporations arising in the State of Idaho prior to the effective date of the merger, and in any proceedings for the enforcement of the rights of a dissenting shareholder of the Merging Corporations against the Surviving Corporation.

VIII. ACCOUNTING AND STATE 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 \$90,350.00.

IX.
ABANDONMENT

This Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either Egin Bench Canals, Inc., or the Merging Corporations 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 Egin Bench Canals, Inc., or of Stockholders of the Merging Corporations not later than December 31, 1994; or
2. If, in the judgment of the Board of Directors of Egin Bench Canals, Inc., or of the Merging Corporations, 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 therefore as provided in the Corporation Law of the State of Idaho.

X.
REPRESENTATIONS AND WARRANTIES

Egin Bench Canals, Inc., and the Merging Corporations shall each represent and warrant 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.

XI.
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.

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 a vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class Designation of Class:</u>	<u>Number of Shares</u>
The St. Anthony Union Canal Company	3,001	Common	3,001

Egin Irrigating Company	402.835 Common	402.835
Independent Canal Company Limited	1,621.553 Common	1,621.553
The Last Chance Canal Company	400 Common	400
Egin Bench Canals, Inc.	15 (subscribed)	15 (subscribed)

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

<u>Name of Corp.</u>	<u>Number of Shares</u>					
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class Class</u>	<u>Voted For</u>	<u>Voted Against</u>	
The St. Anthony Union Canal Company	all	0	Common	all	0	
Egin Irrigating Company	all	0	Common	all	0	
Independent Canal Company Limited	all	0	Common	all	0	
The Last Chance Canal Company	all	0	Common	all	0	
Egin Bench Canals, Inc.	all	0		all	0	

DATED: September 16, 1994.

EGIN BENCH CANALS, INC.
an Idaho corporation
(the "Surviving Corporation")
By: Louis H. Rasmussen
Louis H. Rasmussen, President

ATTEST:

Dale L. Swensen
Dale Swensen, Secretary

THE ST. ANTHONY UNION CANAL
COMPANY, an Idaho
corporation
(a "Merging Corporation")

By: George M. Crapo
George M. Crapo, President

ATTEST:

Dale L. Swensen
Dale Swensen, Secretary

EGIN IRRIGATING COMPANY
an Idaho corporation
(a "Merging Corporation")

By: Robert E. Mace
Robert E. Mace, President

ATTEST:

Dale L. Swensen
Dale Swensen, Secretary

INDEPENDENT CANAL COMPANY
LIMITED, an Idaho corporation
(a "Merging Corporation")

By: Roland P. Blaser
Roland P. Blaser, President

ATTEST:

Dale L. Swensen
Dale Swensen, Secretary

THE LAST CHANCE CANAL COMPANY
an Idaho corporation
(a "Merging Corporation")

By: Jay Loveland
Jay Loveland, President

ATTEST:

Dale L. Swensen
Dale Swensen, Secretary

STATE OF IDAHO,)
 ss.
County of Madison.)

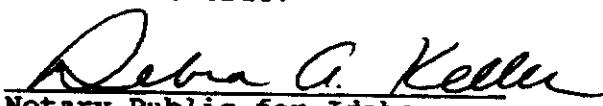
The undersigned, a notary public, do hereby certify that on this 16th day of September, 1994, personally appeared before me LOUIS H. RASMUSSEN and DALE SWENSEN, who, being first duly sworn, declared that they are the President and Secretary, respectively, of Egin Bench Canals, Inc., an Idaho corporation, that they signed the foregoing document as said President and Secretary of the corporation, and that the statements therein contained are true.


Debra A. Keller
Notary Public for Idaho

Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99

STATE OF IDAHO,)
 ss.
County of Madison.)

The undersigned, a notary public, do hereby certify that on this 16th day of September, 1994, personally appeared before me GEORGE M. CRAPO and DALE SWENSEN, who, being first duly sworn, declared that they are the President and Secretary, respectively, of The St. Anthony Union Canal Company, an Idaho corporation, that they signed the foregoing document as said President and Secretary of the corporation, and that the statements therein contained are true.


Debra A. Keller
Notary Public for Idaho

Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99

STATE OF IDAHO,)
 ss.

County of Madison.)

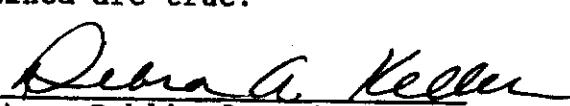
The undersigned, a notary public, do hereby certify that on this 16th day of September, 1994, personally appeared before me ROBERT E. MACE and DALE SWENSEN, who, being first duly sworn, declared that they are the President and Secretary, respectively, of Egin Irrigating Company, an Idaho corporation, that they signed the foregoing document as said President and Secretary of the corporation, and that the statements therein contained are true.



Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99

STATE OF IDAHO,)
ss.
County of Madison.)

The undersigned, a notary public, do hereby certify that on this 16th day of September, 1994, personally appeared before me ROLAND P. BLASER and DALE SWENSEN, who, being first duly sworn, declared that they are the President and Secretary, respectively, of Independent Canal Company Limited, an Idaho corporation, that they signed the foregoing document as said President and Secretary of the corporation, and that the statements therein contained are true.



Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99

STATE OF IDAHO,)
 ss.
County of Madison.)

The undersigned, a notary public, do hereby certify that on this 16th day of September, 1994, personally appeared before me JAY LOVELAND and DALE SWENSEN, who, being first duly sworn, declared that they are the President and Secretary, respectively, of The Last Chance Canal Company, an Idaho corporation, that they signed the foregoing document as said President and Secretary of the corporation, and that the statements therein contained are true.

David Keller
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99