

# State of Idaho



## CERTIFICATE OF MERGER OR CONSOLIDATION

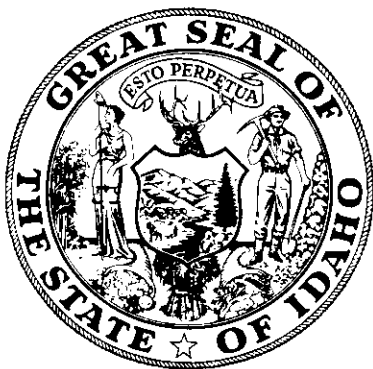
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of merger of THE TAURUS CORPORATION

into MOXA ENERGY 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 November 30, 19 79.



*Pete T. Cenarrusa*  
SECRETARY OF STATE

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Corporation Clerk

OCT 22 1979

W. SWACKHAMER - SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

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SECRETARY OF  
STATE

*W. Swackhamer*  
No. 4070 19 THIS AGREEMENT AND PLAN OF MERGER, dated 15 of October 15, 1979, is made and entered into by and between THE TAURUS CORPORATION, a Wyoming corporation (Taurus) and MOXA ENERGY CORPORATION, a Nevada corporation (Moxa).

WHEREAS, Taurus caused Moxa to be formed and Taurus owns all of the outstanding stock of Moxa; and

WHEREAS, the respective Boards of Directors of Taurus and Moxa deem it advisable and in the best interests of each of such corporations and their respective shareholders that Taurus be merged with and into Moxa (Merger) in the manner herein contemplated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of converting the shares of Taurus into shares of Moxa and such other details and provisions as are deemed necessary or desirable, the parties hereto agree as follows:

1. Merger. In accordance with the provisions of the laws of the states of Wyoming and Nevada, Taurus shall be merged with and into Moxa, which shall be and is herein sometimes referred to as "the Surviving Corporation," and the name of the Surviving Corporation shall be Moxa Energy Corporation. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Moxa shall continue unaffected and unimpaired by the Merger, and the corporate franchises, existence and rights of Taurus shall be merged into Moxa which shall as the Surviving Corporation, be fully vested therewith. The separate existence and corporate

organization of Taurus, except insofar as they be continued by statute, shall cease when the Merger shall become effective.

2. Effective Date. The Merger herein contemplated shall become effective (Effective Date) on the date this Agreement and Plan of Merger is filed according to the laws of the states of Wyoming and Nevada.

3. Articles. The Articles of Incorporation of Moxa in effect immediately prior to the effective date shall become the Articles of Incorporation of the Surviving Corporation, until thereafter amended according to Nevada law.

4. By-Laws. The By-laws of Moxa in effect immediately prior to the effective date shall be and continue in full force and effect as the By-laws of the Surviving Corporation until the By-laws shall thereafter duly be amended.

5. Directors. The Directors of Moxa immediately after the Effective Date shall be Bill D. Farleigh, Kenneth K. Farmer, L. M. Grace, Jr., Harry Ptasynski, Richard B. Stevens, James D. Colloms and D. H. Willson, and such Directors shall continue to hold office as the Directors of the Surviving Corporation, subject to Moxa's By-laws and Nevada law, until their successors are elected and qualified.

6. Officers. The Officers of Moxa immediately after the Effective Date shall be Bill D Farleigh, President; Robert D. Simmons, Vice President and Treasurer; and L. M. Grace, Jr., Secretary, and such Officers shall continue to hold office as the Officers of the Surviving Corporation, subject to Moxa's By-laws and Nevada law, until their successors duly have been elected.

7. Shares. The manner and basis of carrying into effect the Merger provided for herein shall be as follows:

(a) On the Effective Date, each one issued and outstanding share of Taurus common stock (there are 1,000 shares outstanding) shall be converted into 3,000 shares of Moxa common stock, subject to the treatment of fractional shares provided in §7(b) below. Shares of Moxa common stock held by Taurus at the Effective Date shall be cancelled and considered authorized but unissued shares.

(b) On and after the Effective Date, each holder of Taurus common stock, upon presentation and surrender of a certificate or certificates therefore to the Secretary of Moxa, shall be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of Moxa common stock to which such holder is entitled pursuant to §7(a) above; provided, however, that no fractional shares of Moxa common stock shall be issued but rather the number of shares of Moxa common stock to which such holder is entitled in the aggregate shall be rounded to the nearest whole share. Each certificate which prior to the Merger represented Taurus common stock shall be deemed for all corporate purposes to evidence the ownership of the shares of Moxa common stock into which the shares of Taurus common stock of the holder thereof shall have been converted in the Merger.

(c) Certificates for shares of Moxa common stock shall be issued in the name of the registered owner of the certificate of Taurus common stock surrendered in exchange therefore.

(d) The Board of Directors of Moxa is empowered to adopt further rules and regulations with respect to the matters referred to in this §7 not inconsistent with the provisions of this Agreement.

8. Transfer. At the Effective Date, all the rights, privileges, powers and franchises and all the property, real, personal and mixed of Moxa and Taurus, and all debts due to either of them on whatever account, including subscriptions to shares and all other things in action, or belonging to either of them, and every other interest shall be taken and deemed to be transferred to and shall be vested in Moxa and shall without further act or deed be thereafter as effectually the property of Moxa as they were of Taurus and the title to any real estate, whether vested by deed or otherwise in either Moxa or Taurus shall not revert or be in any way impaired by reason of the Merger; but Moxa shall thenceforth be liable for all debts, liabilities, obligations, duties and penalties of both Moxa and Taurus, and all debts, liabilities, obligations, duties and penalties shall thenceforth attach to Moxa and may be enforced against Moxa to the same extent as if the debts, liabilities, obligations, duties and penalties had been incurred or contracted by Moxa. No liability or obligation now due or due at the Effective Date, or any claim or demand for any cause then existing against either Moxa or Taurus or any shareholder, officer or director thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of both Moxa and Taurus shall be preserved unimpaired.

9. Additional Documents. From time to time, as and when requested by Moxa, or by its successors or assigns, Taurus shall execute and deliver or cause to be executed and delivered all

such other instruments, and shall take or cause to be taken all such further or other actions as Moxa or its successors or assigns may deem necessary or desirable in order to vest in and confirm to Moxa, and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in §8 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger.

10. Amendments. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned or amended in any respect (except that no amendment may be made with respect to the number of shares of Moxa common stock to be issued to Taurus shareholders) by mutual consent of the Boards of Directors of Moxa and Taurus at any time prior to the filing of this Agreement and Plan of Merger according to Nevada and Wyoming law and the Board of Directors of either party may waive any of the conditions to the obligations of such party under this Agreement and Plan of Merger.

11. Voting. There are 1,000 shares of common stock, \$0.10 par value, of Taurus outstanding and entitled to vote on the Merger herein contemplated, all of which shares were voted for approval of this Agreement and Plan of Merger and no shares were voted against such approval. There are 100 shares of common stock, \$0.10 par value, of Moxa outstanding and entitled to vote on the Merger herein contemplated, all of which shares were voted for approval of this Agreement and Plan of Merger and no shares were voted against such approval.

12. Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may

be executed and each such counterpart shall be deemed to be an original instrument.

Dated: October 15, 1979.

S E A L

THE TAURUS CORPORATION,  
A Wyoming Corporation

By Bill D. Farleigh  
Bill D. Farleigh, President

Attest:

L. M. Grace, Jr.  
L. M. Grace, Jr., Secretary

S E A L

MOXA ENERGY CORPORATION,  
A Nevada Corporation

By Robert D. Simmons  
Robert D. Simmons, Vice President

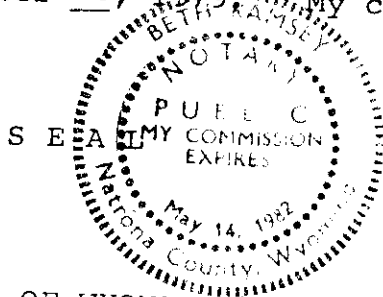
Attest:

L. M. Grace, Jr.  
L. M. Grace, Jr., Secretary

STATE OF WYOMING )  
 ) SS  
COUNTY OF NATRONA)

Before me, Beth Ramsey, a Notary Public in and for said County and State, personally appeared Bill D. Farleigh and L. M. Grace, Jr., who acknowledged before me that they are the President and Secretary, respectively, of The Taurus Corporation, a Wyoming corporation, and that they signed the foregoing document as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on October 15, 1979. My commission expires: May 14, 1982.

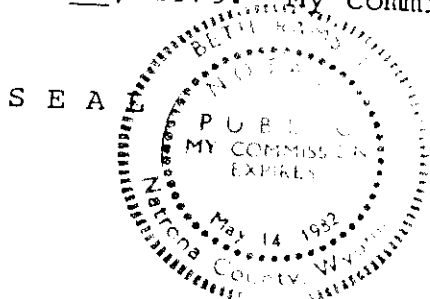


Beth Ramsey  
Notary Public

STATE OF WYOMING )  
 ) SS  
COUNTY OF NATRONA)

Before me, Beth Ramsey, a Notary Public in and for said County and State, personally appeared Robert D. Simmons and L. M. Grace, Jr., who acknowledged before me that they are the Vice President and Secretary, respectively, of Moxa Energy Corporation, a Nevada corporation, and that they signed the foregoing document as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on October 15, 1979. My commission expires: May 14, 1982.



Beth Ramsey  
Notary Public



