

FILED EFFECTIVE

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**ARTICLES OF MERGER
OF**

eTripTrader, LLC
(an Idaho Limited Liability Company)
and
TDL Marketing, L.L.C.
(an Idaho limited liability company)

**SECRETARY OF STATE
STATE OF IDAHO**

WITH AND INTO

eTT Holding Corp.
(an Idaho Corporation)

In accordance with section 30-1-1105 of the Idaho Business Corporation Act (the "*IBCA*") and section 53-663 of the Idaho Limited Liability Company Act (the "*ILLCA*"), eTrip Trader, LLC, an Idaho limited liability company, TDL Marketing, L.L.C., an Idaho limited liability company, and eTT Holding Corp., an Idaho corporation, hereby file these Articles of Merger with the Office of the Secretary of State of the State of Idaho and certify as follows:

1. **Names and Jurisdiction of Formation.** The constituent companies (the "*Constituent Entities*") in the merger and the jurisdictions in which they were formed are as follows:

<u>Name of Constituent Company</u>	<u>Jurisdiction of Formation</u>
eTripTrader, LLC (" <i>eTT</i> ")	Idaho
TDL Marketing, L.L.C. (" <i>TDL</i> ")	Idaho
eTT Holding Corp. (the " <i>Corporation</i> ")	Idaho

2. **Plan of Merger.** A Plan of Merger dated as of September 30, 2007 (the "*Plan of Merger*") has been approved, adopted, and executed by each of the Constituent Entities in accordance with section 30-1-1103 of the IBCA and section 53-662 of the ILLCA, as applicable. The Plan of Merger is attached hereto as Exhibit A and is incorporated herein by this reference.

3. **Surviving Entity.** Pursuant to the Plan of Merger, each of eTT and TDL is being merged with and into the Corporation (the "*Merger*"), with the Corporation being the surviving entity (the "*Surviving Entity*") in the Merger.

4. **Amendment to Articles of Incorporation.** Upon the Effective Time of these Articles of Merger, the following amendment to Article I of the Corporation's Articles of Incorporation shall become effective:

IDAHO SECRETARY OF STATE
10/01/2007 05:00
CX: 303735 CT: 7012 BH: 1070081
1 30.00 = 30.00 MERGER # 2
C 175240
W 20757
W 22016

Article I
NAME OF CORPORATION

The name of the Corporation is eTripTrader, Inc.

5. Shareholder & Member Approval. Approval of the Plan of Merger was required by the shareholders of the Corporation pursuant to section 30-1-1103 of the IBCA, and the members of the eTT and TDL pursuant to section 53-662 of the ILLCA.

5.1 Approval by Shareholders of the Corporation.

- (a) 1,000 shares of Common Stock were outstanding and entitled to vote on the Plan of Merger.
- (b) 1,000 shares of Common Stock, constituting 100% of the outstanding shares entitled to vote on the Plan of Merger, voted for the Plan of Merger and -0- shares abstained or voted against the Plan of Merger.

5.2 Approval by Members of eTT and TDL.

- (a) 98.5% of the outstanding units were entitled to vote on the Plan of Merger.
- (b) 100% of the outstanding voting units entitled to vote on the Plan of Merger voted for the Plan of Merger and 0% of the outstanding voting units abstained or voted against the Plan of Merger.

6. Copy of Plan of Merger. The executed Plan of Merger is on file at the office of the Corporation located at 3346 S. Glenn Falls, Place, Boise, Idaho, 83706. A copy of the Plan of Merger will be furnished by the Corporation upon request and without cost to any member or shareholder of eTT, TDL or the Corporation, respectively.

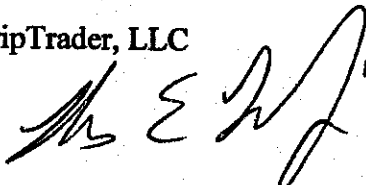
7. Effectiveness of Merger. The Merger shall become effective upon filing these Articles of Merger with the Secretary of State of the State of Idaho.

* * *

IN WITNESS WHEREOF, the Constituent Entities have caused these Articles of Merger to be signed by their duly authorized officers or representatives, this 28th day of September, 2007.

"eTT":

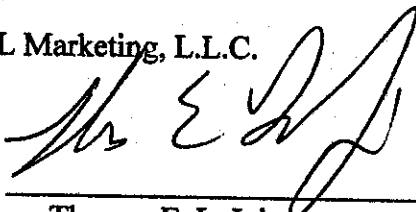
eTripTrader, LLC

By: 

Thomas E. LaJoie
Managing Member

"TDL":

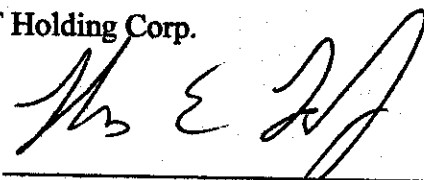
TDL Marketing, L.L.C.

By: 

Thomas E. LaJoie
Managing Member

"Corporation":

eTT Holding Corp.

By: 

President and CEO

Exhibit A
(To Articles of Merger)

PLAN OF MERGER

(See attached)

PLAN OF MERGER

This Plan of Merger (this "**Plan**") is made effective as of September 30, 2007, by and among eTripTrader, LLC, an Idaho limited liability company ("**eTT**"), TDL Marketing, L.L.C., an Idaho corporation ("**TDL**"), and eTT Holding Corp., an Idaho corporation (the "**Corporation**"). eTT and TDL (sometimes referred to collectively, as the "**LLCs**"), and the LLCs and the Corporation are sometimes referred to as the "**Constituent Entities**."

RECITALS:

- A. Each of the LLCs is a manager-managed limited liability company, organized and existing under the laws of the State of Idaho.
- B. The Corporation is an Idaho corporation whose sole shareholders are eTT and TDL.
- C. The members and shareholders of the Constituent Entities deem it advisable and to the advantage of said entities that the LLCs merge with and into the Corporation upon the terms and conditions herein provided and applicable law.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **The Merger.** At the Effective Time (as defined below) and subject to and upon the terms and conditions of this Plan of Merger and the applicable provisions of the Idaho Business Corporation Act (the "**IBCA**") and the Idaho Limited Liability Company Act (the "**ILLCA**"), the LLCs shall be merged with and into the Corporation (the "**Merger**"), the separate company existences of the LLCs shall cease and the Corporation shall continue as the surviving corporation. The Corporation, as it shall exist following the Merger, is sometimes referred to herein as the "**Surviving Entity**."
2. **Effective Time.** The parties hereto shall cause the Merger to be consummated by filing this Plan of Merger and appropriate Articles of Merger (the "**Articles of Merger**") with the Secretary of State of the State of Idaho in accordance with the relevant provisions of applicable law. As used herein, the term "**Effective Time**" shall mean the time of acceptance of the Articles of Merger and this Plan of Merger for filing by the Secretary of State of the State of Idaho.
3. **Effect of the Merger on LLCs and Corporation.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the IBCA, the ILLCA, this Plan of Merger, and the Articles of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the LLCs and the Corporation shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of the LLCs and the Corporation shall

become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity.

4. **Articles of Incorporation and Bylaws.** At the Effective Time, (i) the articles of incorporation of the Corporation, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Entity (the "***Articles of Incorporation***"), except, however, that the name of the Surviving Entity shall be changed to "eTripTrader, Inc.," until thereafter amended in accordance with applicable law and such Articles of Incorporation and (ii) the bylaws of the Corporation, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Entity (the "***Bylaws***") until thereafter amended as provided by such Bylaws, the Articles of Incorporation and applicable law.

5. **Directors and Officers.** At the Effective Time, the directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity, until their respective successors are duly elected or appointed and qualified.

6. **Effect on Outstanding Capital Accounts/Securities of the LLCs.** On the terms and subject to the conditions of this Plan of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of the Corporation or the LLCs or any holder of any capital accounts or securities of the LLCs, the following shall occur:

6.1 **Conversion of Capital Accounts/Units and Shares.** At the Effective Time, 100% of the capital accounts and units in the LLC then outstanding and all rights in respect thereof shall be converted into, and become exchanged for an aggregate of 4,000,000 shares of common stock, \$0.001 par value per share, of the Corporation (the "***Merger Consideration***"), in accordance with Exhibit A hereto. Each share of common stock of the Corporation that is issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration.

6.2 **Cancellation of Corporation Common Stock Owned By the LLCs.** Each share of the Corporation's common stock owned by the LLCs immediately prior to the Effective Time shall be automatically cancelled and extinguished without any conversion thereof or consideration therefore and without any further action on the part of the Corporation or the LLCs.

7. **No Further Ownership Rights in LLC Capital Accounts or Securities.** All shares of the Corporation's common stock issued in exchange for units and capital accounts in the LLCs, in accordance with the terms hereof, shall be deemed to have been issued in full satisfaction of all rights pertaining to such units and capital accounts in the LLCs, and there shall be no further registration of transfers on the records of the Surviving Entity of units or capital accounts in the LLCs which were outstanding immediately prior to the Effective Time.

8. **Shareholders Agreement.** At the Effective Time, the Corporation and certain shareholders of the Corporation named therein shall enter into a Shareholders Agreement in the form attached hereto as Exhibit B.

9. **Taking of Necessary Action; Further Action.** If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger or to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the LLCs, the officers and directors of the Surviving Entity shall be fully authorized to take, and shall take, all such lawful and necessary action.

10. **Amendment.** This Plan of Merger may not be amended, except by an instrument in writing executed on behalf of each of the LLCs and the Corporation.

11. **Counterparts.** This Plan of Merger may be executed in any number of counterparts and all executed counterparts will constitute one and the same Plan of Merger, binding on all of the parties hereto even though all of the parties are not signatories to the same counterpart. Any signed counterpart may be delivered by facsimile or other form of electronic transmission with the same legal force and effect as delivery of an originally signed agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed as of the date first above written.

eTripTrader, LLC,
an Idaho limited liability company

By: _____
Thomas E. LaJoie
Managing Member

TDL Marketing, L.L.C.,
an Idaho limited liability company

By: /s/ Thomas E. LaJoie
Thomas E. LaJoie
Managing Member

eTT Holding Corp.,
an Idaho corporation

By: /s/ Thomas E. LaJoie
Thomas E. LaJoie
President and CEO

[SIGNATURE PAGE TO PLAN OF MERGER]

Exhibit A

MERGER CONSIDERATION

Shareholder	No. of Common Shares	Ownership Percentage
Thomas E. LaJoie	2,039,641	50.991%
Deena LaJoie	626,841	15.671%
Christopher T. LaJoie	408,561	10.214%
Dave Hallmen	279,561	6.989%
John Garbayo	170,241	4.256%
Dave Pattison	79,641	1.991%
Andrew LaJoie	39,857	0.996%
Ryan LaJoie	39,857	0.996%
Alyssa LaJoie	39,857	0.996%
Hailey LaJoie	39,857	0.996%
Derek Brauch	39,857	0.996%
Gary Brauch	39,857	0.996%
Mark Heifferon	39,857	0.996%
John Gwin	39,857	0.996%
Troy Taylor	39,857	0.996%
GBCB, LLC	14,241	0.356%
John Burdekin	13,560	0.339%
Bruce Murdock	9,000	0.225%
TOTAL:	4,000,000	100.00%