

**ARTICLES OF MERGER
(Profit Corporation)**

FILED EFFECTIVE
2004 APR 21 AM 8:50
CLERK OF STATE
STATE OF IDAHO

The following articles of merger are submitted on accordance with the Idaho General Business Corporations Act, pursuant to Section 30-1-1105.

First: The name and jurisdiction of the surviving corporation are:

<u>Name</u>	<u>Jurisdiction</u>
<u>Bodily RV II, Inc.</u>	<u>Idaho</u>

Second: The name and jurisdiction of each merging corporation are:

<u>Name</u>	<u>Jurisdiction</u>
<u>Bodily RV III, Inc.</u>	<u>Idaho</u>
_____	_____
_____	_____
_____	_____

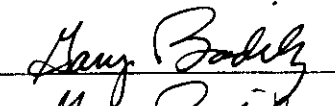
Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on December 31, 2003.

Fifth: Adoption of Merger by surviving corporation- The plan of Merger was adopted by the shareholder of the surviving corporation on December 31, 2003.

Sixth: Adoption of Merger by merging corporation. The plan of Merger was adopted by the shareholder of the surviving corporation on December 31, 2003.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Bodily RV II, Inc.		D Gary Bodily, President
Bodily RV III, Inc.		D Gary Bodily, President

IDAHO SECRETARY OF STATE
04/21/2004 05:00
CK: 2616 CT: 165498 BH: 740476
1 @ 30.00 = 30.00 MERGER # 2

C125217

PLAN OF MERGER

1. The Boards of Directors of Bodily RV III, Inc. and Bodily RV II, Inc. have resolved that Bodily RV III, Inc. be merged and pursuant to the General Corporation Law of the State of Idaho into a single corporation existing under the laws of the State of Idaho, to wit, Bodily RV II, Inc., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation"), in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal revenue Code;
2. The authorized capital stock of Bodily RV II, Inc., consists of 500 shares of Common stock with a par value of \$1.00 per share (hereinafter called "Common Stock"), of which 500 shares are issued and outstanding;
3. The authorized capital stock of Bodily RV III, Inc. consists of 500 shares of Common Stock with a par value of \$1.00 per share (herein called "Common Stock"), 500 shares of which are issued and outstanding; and
4. The respective Boards of Directors on Bodily RV III, Inc., and Bodily RV II, Inc., have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of State of Idaho that Bodily RV III, Inc., shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into single corporation existing under the laws of the State of Idaho, to wit, Bodily RV II, Inc., which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements terms, and conditions relating to the Merger and the mode of carrying the same effect.

1..1. Bodily RV II, Inc. Stockholder's Meeting, Bodily RV II, Inc., shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of Idaho at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption, of this Agreement.

1..2. Action by D. Gary Bodily as Sole Stockholder of Bodily RV II, Inc., D. Gary Bodily , sole stockholder of Bodily RV II, Inc., and as the sole stockholder of Bodily RV III, Inc., shall adopt this Agreement in accordance with the General Law of the State of Idaho.

1..3. Filing of Certificate of Merger; effective Date. If (a) this Agreement is adopted by the stockholders of Bodily RV II, Inc. in accordance with the Business Corporation law of Idaho, (b) this Agreement has been adopted by D. Gary Bodily as the sole stockholder of Bodily RV II, Inc., in accordance with the general Corporation Law of the State of Idaho, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the General Corporation law of State of Idaho and Articles of Merger shall be filed in

accordance with the Business Corporation Law of the State of Idaho. Such filings shall be made on the same day. The merger shall become effective at 9:00AM on the 31st of December 2003, which date and time are herein referred to as the "Effective Date".

1..4. Certain effects of Merger. On the Effective Date, the separate existence of Bodily RV III, Inc., shall cease and Bodily RV III, Inc., shall be merged into Bodily RV II, Inc., which as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all restrictions, disabilities, and duties of Bodily RV III, Inc.; and all and singular, the rights, privileges, powers, and franchises of Bodily RV III, Inc. and all property, real, personal, and mixed, and all debts due to Bodily RV III, Inc., on whatever account, as well for stock subscriptions and all other things in action or belonging to Bodily RV III, Inc., shall be vested in the surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interests shall be thereafter as effectually the property of the Surviving Corporation as they were of Bodily RV III, Inc. and the title to any real estate vested by deed or otherwise, under the laws of Idaho or Idaho or any other jurisdiction, in Bodily RV III, Inc., shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Bodily RV III, Inc. shall be preserved unimpaired, and all debts, Liabilities, and duties of Bodily RV III, Inc. shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officer of Bodily RV III, Inc. or the corresponding officers of the Surviving corporation, may, in the name of Bodily RV III, Inc., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Bodily RV III, Inc., property, rights, privileges, powers, franchises, immunities, and interest and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2..1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be BODILY RV II, INC.

2..2 Certificate of Incorporation. The Certificate of Incorporation of Bodily RV II, Inc. as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article FIRST shall be amended in accordance with 2.1 hereof.

2..3 By-Laws. The By-Laws of Bodily RV II, Inc., as in effect immediately before the Effective date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended in accordance with 2.1 hereof.

3 Status and Conversion of Securities.

All the issued and authorized shares of the new corporation shall be issued to D. Gary Bodily for exchange of shares of all the old corporation,. The manner and basis of converting the shares of the capital stock of Bodily RV III, Inc., and the nature and amount of securities of Bodily RV II, Inc., which the holders of shares of Bodily RV III, Inc. Common Stock are to receive in exchange for such shares are as follows;

3..1 Bodily RV III, Inc., Common Stock. Each one share of Bodily RV III, Inc. Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of Bodily RV II, Inc. Common Stock and outstanding certificated representing shares of Bodily RV III, Inc. Common Stock shall thereafter represent shares of Bodily RV II, Inc. Common Stock. Such certificated may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificated for the appropriate number of shares bearing the name of the Surviving Corporation.

3..2 Bodily RV II, Inc. Common Stock held by Bodily RV III, Inc. All issued and outstanding shares of Bodily RV III, Inc. Common Stock held by Bodily RV II, Inc. immediately before the effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4 Miscellaneous

4..1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Bodily RV III, Inc., if the Board of Directors of Bodily RV III, Inc. or the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4..2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereto may be executed; and each such counterpart shall be deemed to be an original instrument.