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**PLAN AND APPROVAL OF MERGER**

SECRETARY OF STATE  
STATE OF IDAHO

THIS PLAN AND APPROVAL OF MERGER (hereinafter "**Plan**") is made and entered into this 12<sup>th</sup> day of January, 2010, by and between Riverwood Homes, Inc., an Idaho corporation, having its principal offices in Meridian, Idaho (hereinafter "**Surviving Corporation**"), and Eaglewood Homes, Inc., an Idaho corporation, having its principal offices in Meridian, Idaho (hereinafter "**Merging Corporation**").

**RECITALS:**

A. The total numbers of shares of stock which the Merging Corporation is authorized to issue is One Thousand (1,000), all of one (1) class of stock. The Merging Corporation has issued One Hundred (100) shares to Gregory B. Johnson, all of which remain outstanding, with the remaining shares being unissued.

B. The Board of Directors of the Merging Corporation has determined that it is desirable and in the best interest of the Merging Corporation, and the respective shareholders, that the Merging Corporation be merged into the Surviving Corporation.

C. The sole shareholder of the Surviving Corporation has determined that it is desirable and in the best interest of the Surviving Corporation that the Merging Corporation be merged into the Surviving Corporation.

D. The sharing ratios of the Surviving Corporation are as follows: Gregory B. Johnson, one hundred percent (100%).

In consideration of the recitals set forth herein, and the mutual covenants and promises of the parties hereto, the Surviving Corporation and the Merging Corporation agree, pursuant to the

IDAHO SECRETARY OF STATE  
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Idaho Business Corporations Act, that the Merging Corporation shall be merged into the Surviving Corporation, as a single corporation pursuant to the following terms and conditions:

**SECTION 1. Plan of Merger.** The Surviving Corporation and the Merging Corporation hereby agree with each other to merge into a single corporation, which shall be the Surviving Corporation.

**SECTION 2. Surviving Corporation.** On the effective date of the merger, the Merging Corporation shall be merged into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the existence of the Surviving Corporation shall continue under the name of Riverwood Homes, Inc., an Idaho corporation. The Surviving Corporation shall become the owner without other transfer of all property, whether real or personal, of both the Merging Corporation and the Surviving Corporation. The Surviving Corporation shall become subject to, and shall assume all of, the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had, itself, incurred them. This merger shall not impair, alter or modify any of the rights or liens of creditors or third persons unless provided for elsewhere, and shall not alleviate or change any obligation, right or interest currently held by the Merging Corporation.

**SECTION 3. Corporate Office.** The corporate office of the Surviving Corporation shall be located at 1710 S. Wells Avenue, Suite 110, Meridian, Idaho 83642, and it shall be the corporate office of the Surviving Corporation after the merger.

**SECTION 4. Assignment of Corporate Name.** The Surviving Corporation hereby assigns the name "Eaglewood Homes" to Abram Neider for use in formation of a new corporation.

SECTION 5. Objects and Purposes. The nature of the business and the object and purposes to be transacted, promoted and carried on by the Surviving Corporation following the merger will be construction, and said operations may be conducted both inside and outside of the State of Idaho.

SECTION 6. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall not require any amendments thereto arising from the merger, and shall continue to be the Articles of Incorporation following the effective date of the merger.

SECTION 7. Names and Addresses of Stockholders. The names and addresses of the persons who shall constitute the stockholders of the Surviving Corporation shall be as follows:

Gregory B. Johnson  
1710 S. Wells Avenue, Suite 110  
Meridian, ID 83642

SECTION 8. Name and Address of Chief Executive Officer. The name and address of the Chief Executive Officer of the Surviving Corporation is as follows:

Gregory B. Johnson  
1710 S. Wells Avenue, Suite 110  
Meridian, ID 83642

SECTION 9. Method of Converting Shares. Immediately upon the effective date of this merger, as such date is hereinafter set forth, the shares of the Merging Corporation, without any other action on the part of the respective holders thereof, shall become and be converted into shares of the Surviving Corporation. Each share of the Merging Corporation shall be converted into one (1) share of the Surviving Corporation. Gregory B. Johnson shall be the sole shareholder of the Surviving Corporation, and shall hold a stock certificate for two hundred (200) issued shares out of one thousand (1,000) authorized shares.

SECTION 10. Dividends and Distributions Prior to Merger. Until this Plan becomes effective or is abandoned by the Merging Corporation or the Surviving Corporation, the Merging Corporation may not pay dividends on shares of issued common stock, and the Surviving Corporation may not make any distributions.

SECTION 11. Extraordinary Transactions. Neither the Merging Corporation or the Surviving Corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by or necessary to carry out this Plan.

SECTION 12. Submission to Stockholders. This Plan shall be submitted to the stockholders of the Merging Corporation and the Surviving Corporation in the manner provided by the Idaho Business Corporations Act. If the affirmative vote of adoption is received by both the stockholders of the Merging Corporation and the stockholders of the Surviving Corporation representing a majority of the total number of issued and outstanding shares of capital stock of the Merging Corporation, and the majority of the stock of the Surviving Corporation, this Plan shall, subject to the provisions of Section 16, immediately take effect as the Plan of the merger between the Merging Corporation and the Surviving Corporation.

SECTION 13. Abandonment of Merger. Notwithstanding anything to the contrary herein contained, if the Board of Directors of either the Merging Corporation or the Surviving Corporation should determine prior to the Effective Date, defined below, either before or after the meeting of the stockholders to vote on the adoption or rejection of this Plan, that for any legal, financial, economic or business reason deemed sufficient by the Board of Directors of the Merging Corporation or the Surviving Corporation, that it is not in the best interest of either the

Merging Corporation or the Surviving Corporation to consummate the merger, either the Board of Directors of the Merging Corporation or the Surviving Corporation may abandon the merger by directing the officers to refrain from executing or satisfying this Plan and, thereupon, this Plan shall be void and of no further effect.

SECTION 14. Registered Agent. The registered agent of the Surviving Corporation on the effective date of the merger shall continue as the registered agent of the Surviving Corporation after the merger.

SECTION 15. Effective Date. The effective date of this merger shall be the date when the certificate of merger is issued by the Secretary of State of the State of Idaho. The Merging Corporation and the Surviving Corporation shall cooperate to ensure the effective date is as soon as possible.

SECTION 16. Governing Law. This Plan shall be governed by and construed under the laws of the State of Idaho.

SECTION 17. Execution of Plan. This Plan may be executed in counterparts, each of which shall constitute one (1) original Plan.

SECTION 18. Heirs and Assigns. This Plan shall be binding upon and inure to the benefit of the heirs and assigns of the respective parties hereto.

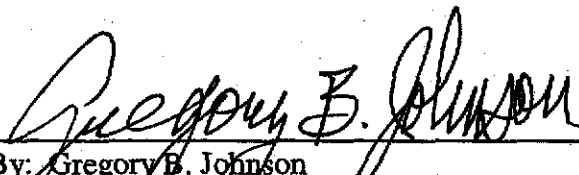
SECTION 19. Headings. Headings in this Plan are for convenience only, and shall not be used or referred in construing or applying the terms hereof.

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EXECUTED as of the day first above written.

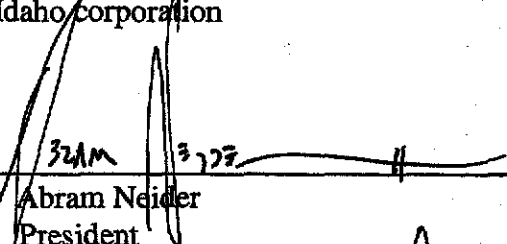
**SURVIVING CORPORATION:**

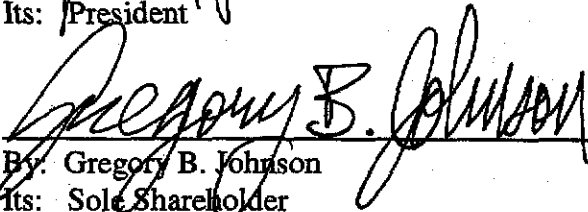
Riverwood Homes, Inc.,  
an Idaho corporation

  
By: Gregory B. Johnson  
Its: Chief Executive Officer and Sole Shareholder

**MERGING CORPORATION:**

Eaglewood Homes, Inc.,  
an Idaho corporation

  
By: Abram Neider  
Its: President

  
By: Gregory B. Johnson  
Its: Sole Shareholder

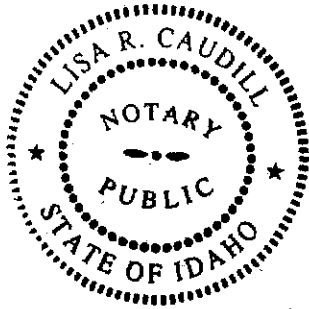
[notary acknowledgments on following two pages]

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 12<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory B. Johnson, known or identified to me to be the Chief Executive Officer and sole shareholder of Riverwood Homes, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho corporation, and acknowledged to me that such Idaho corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Lisa R. Caudill*

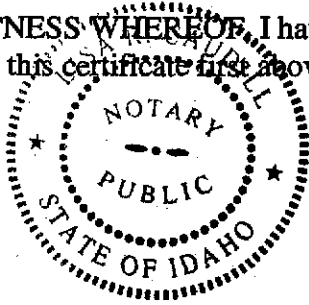
Notary Public for Idaho  
Residing at: Boise, Idaho  
My commission expires: 6-11-15

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 12<sup>th</sup> day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Abram Neider, known or identified to me to be the President of Eaglewood Homes, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho corporation, and acknowledged to me that such Idaho corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Lisa R. Caudill*

Notary Public for Idaho  
Residing at: Boise, Idaho  
My commission expires: 6-11-15

