

FILED EFFECTIVE

2003 MAY 23 AM 8: 24

SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF MERGER
OF
JOHN HESS CONSTRUCTION, INC.,
AN IDAHO CORPORATION,
INTO
HESS CONSTRUCTION, INC.,
AN IDAHO CORPORATION

IN ACCORDANCE WITH IDAHO CODE § 30-1-71, ET SEQ.

The undersigned, JERRY M. HESS, being the President of HESS CONSTRUCTION, INC., an Idaho Corporation, and JOHN M. HESS, being the President of JOHN HESS CONSTRUCTION, INC., an Idaho corporation, do hereby certify as follows:

1. The plan of merger providing for the merger of JOHN HESS CONSTRUCTION, INC. into HESS CONSTRUCTION, INC. is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by this reference.

2. As to each corporation, the plan of merger was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such plan, as provided by the articles of incorporation of the respective corporations, and in accordance with the Idaho Business Corporation Act.

3. As to each corporation, the number of shares outstanding on the day hereof is as follows:

NAME OF CORPORATION	NO. OF SHARES	CLASS
HESS CONSTRUCTION, INC.	120,000	Common Stock
JOHN HESS CONSTRUCTION, INC.	10,000	Common Stock

4. As to each corporation, the number of shares voted for and against such Plan of Merger is as follows:

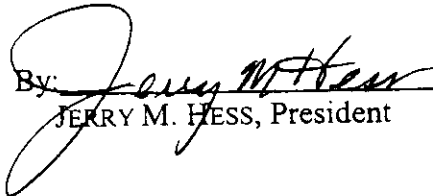
NAME OF CORPORATION	VOTED FOR	VOTED AGAINST
HESS CONSTRUCTION, INC.	120,000	0
JOHN HESS CONSTRUCTION, INC.	10,000	0

IDAHO SECRETARY OF STATE
05/23/2003 05:00
CK: 5486 CT: 111323 BH: 682425
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IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed effective as of the 31st day of March, 2003.

HESS CONSTRUCTION, INC.,
An Idaho Corporation

By: 
JERRY M. HESS, President

JOHN HESS CONSTRUCTION, INC.
An Idaho Corporation

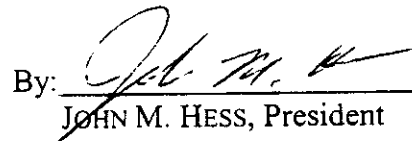
By: 
JOHN M. HESS, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER
OF
JOHN HESS CONSTRUCTION, INC.,
AN IDAHO CORPORATION
INTO
HESS CONSTRUCTION, INC.,
AN IDAHO CORPORATION



THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective the 31st day of March, 2003, by and among HESS CONSTRUCTION, INC., an Idaho corporation, and JOHN HESS CONSTRUCTION, INC., an Idaho corporation (collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger set forth in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that JOHN HESS CONSTRUCTION, INC. be merged with and into HESS CONSTRUCTION, INC. pursuant to the applicable corporation laws of the States of Idaho and Section 368 of the Internal Revenue Code of 1986 (the "Merger");

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided as follows:

1. MERGER.

(a) **GOVERNING LAW.** JOHN HESS CONSTRUCTION, INC. will be merged into HESS CONSTRUCTION, INC. in accordance with the applicable laws of the State of Idaho. HESS CONSTRUCTION, INC. shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Idaho.

(b) **EFFECTIVE DATE.** The "Effective Date" of the Merger shall be, and such term as used herein shall mean, 12:00 midnight, M.S.T., of the effective date on which Articles of Merger are filed in the office of the Secretary of State of the State of Idaho, all after satisfaction of the requirements of applicable laws of the states prerequisite to such filings.

2. SHARE CONVERSION.

(a) **STOCK OF THE CONSTITUENT CORPORATIONS.** The stock of HESS CONSTRUCTION, INC. is currently held one hundred percent (100%) by JERRY M. HESS. The stock of JOHN HESS CONSTRUCTION, INC. is currently held one hundred percent (100%) by JOHN M. HESS. On the Effective Date, each share of common stock of the Constituent Corporations issued and outstanding immediately prior to the merger shall be combined with and merged into the existing outstanding shareholdings of the common stock of HESS CONSTRUCTION, INC. From and after the Effective Date, each holder of an outstanding certificate representing shares of

common stock of the Constituent Corporations may, but shall not be required to, surrender his or her certificate to HESS CONSTRUCTION, INC. for cancellation, but each such holder or transferee shall *not* be entitled to receive new certificates representing shares of common stock of HESS CONSTRUCTION, INC., since the currently issued and outstanding shares of HESS CONSTRUCTION, INC. shall thereafter represent all of the merged shares of the Constituent Corporations. Until so surrendered or presented for transfer, each outstanding certificate, prior to the Effective Date represented shares of common stock of the Constituent Corporations, shall be deemed for all purposes to be merged into the existing certificates for shares of common stock of HESS CONSTRUCTION, INC. determined under this paragraph.

Currently, the stock issued and outstanding in the Constituent Corporations is held as follows:

<u>SHAREHOLDER</u>	<u>HESS CONSTRUCTION, INC.</u>	<u>JOHN HESS CONSTRUCTION, INC.</u>
Jerry M. Hess	120,000 shares	0
John M. Hess	0	10,000 shares

After the merger, the stock issued and outstanding in the Surviving Corporation will be held as follows:

<u>SHAREHOLDER</u>	<u>HESS CONSTRUCTION, INC.</u>	<u>JOHN HESS CONSTRUCTION, INC.</u>
Jerry M. Hess	120,000 Voting	-0-
John M. Hess	120,000 Voting	-0-

3. EFFECT OF THE MERGER.

(a) **RIGHTS, PRIVILEGES AND OBLIGATIONS.** On the Effective Date, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

(b) **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation and Bylaws of HESS CONSTRUCTION, INC. in effect on the Effective Date shall,

from and after the Effective Date, be and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until changed as therein provided.

(c) **DIRECTORS AND OFFICERS.** The directors and officers of the Surviving Corporation on the Effective Date are as follows:

Directors:	JERRY M. HESS
	JOANN HESS
	JOHN M. HESS
	CYNTHIA R. HESS
	JERRY M. HESS, JR.
	EDWARD M. HESS

Officers:

CEO:	Jerry M. Hess
President:	JOHN M. HESS
Vice President:	JERRY M. HESS, JR.
Secretary:	J. ROBERT BARNES
Treasurer:	J. ROBERT BARNES

Such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of HESS CONSTRUCTION, INC.

(d) **FURTHER ACTION.** From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in or confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

4. TERMINATION; AMENDMENT.

(a) **TERMINATION PROVISION.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice at any time prior to the Effective Date as follows:

(i) by mutual consent of the Constituent Corporations;

(ii) if holders of at least a majority of the outstanding shares of common stock of HESS CONSTRUCTION, INC. or JOHN HESS CONSTRUCTION, INC. shall not have voted in favor of the Merger; or

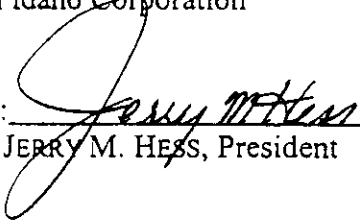
(iii) if there exists a suit, action or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger.

(b) **AMENDMENT PROVISIONS.** Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations. Subject of the immediately foregoing sentence, the Constituent Corporations may by agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

(c) **BOARD ACTION.** In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolution of the Board of Directors of each of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized.

HESS CONSTRUCTION, INC.,
An Idaho Corporation

By: 
JERRY M. HESS, President

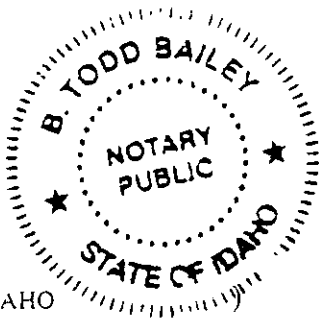
JOHN HESS CONSTRUCTION, INC.,
An Idaho Corporation

By: 
JOHN M. HESS, President

STATE OF IDAHO)
 SS.
COUNTY OF CANYON)

On this 21 day of March, 2003, before me, the undersigned Notary Public in and for said State, personally appeared JERRY M. HESS, known or identified to me that executed the foregoing instrument, and acknowledged to me that he was authorized to execute said instrument for and on behalf of such corporation for the uses and purposes therein mentioned.

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

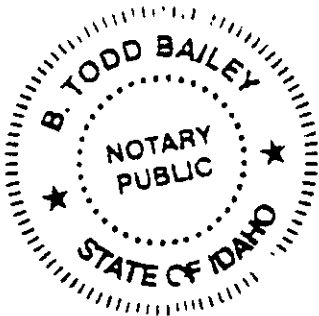


B. Todd Bailey
NOTARY PUBLIC, State of Idaho
My commission expires: 5-16-06

STATE OF IDAHO)
 SS.
COUNTY OF CANYON)

On this 21 day of March, 2003, before me, the undersigned Notary Public in and for said State, personally appeared JOHN M. HESS, known or identified to me that executed the foregoing instrument, and acknowledged to me that he was authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

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



B. Todd Bailey
NOTARY PUBLIC, State of Idaho
My commission expires: 5-16-06