

FILED

99 MAR 19 AM 10:13
SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF MERGER FOR
WHOLE LIVING, INC.,
A NEVADA CORPORATION

IDAHO SECRETARY OF STATE

03/19/1999 09:00
CL: 2639 CT: 09906 BH: 190755

1 @ 30.00 = 30.00 MERGER # 2

08052

Pursuant to the provisions of Section 30-1-1105 of the Idaho Business Corporation Act, Whole Living, Inc., a Nevada corporation (the "Corporation"), hereby adopts and files the following Articles of Merger as the surviving corporation to the merger of Brick Tower Corporation, an Idaho corporation ("Brick Tower"), with and into the Corporation:

FIRST: A copy of the Agreement and Plan of Merger (the "Plan") governing the merger between the Corporation and Brick Tower, as adopted by the Boards of Directors of the Corporation and Brick Tower and as approved by the shareholders of the Corporation and Brick Tower on March 16th, 1999, is attached hereto as Exhibit "A". The Plan is incorporated herein by this reference.

SECOND: The name and place of incorporation of each corporation which is a party to this merger is as follows:

<u>Name</u>	<u>Place of Incorporation</u>
Brick Tower Corporation	Idaho
Whole Living, Inc.	Nevada

THIRD: The Agreement and Plan of Merger (the "Plan") governing the merger between the Corporation and Brick Tower, has been adopted by the Board of Directors of the Corporation and Brick Tower.

FOURTH: The approval of the shareholders of the Corporation and Brick Tower was required to effectuate the merger. The number of shares of stock outstanding in each of the corporations (and the number of votes entitled to be cast) as of the date of the adoption of the Plan was as follows:

<u>Entity</u>	<u>Type of Shares</u>	<u>Number of Shares Outstanding</u>
Brick Tower Corporation	Common	17,000,000
Whole Living, Inc.	Common	200

The number of shares of stock of each corporation which voted for and against the Plan was as follows:

<u>Entity</u>	<u>Type of Shares</u>	<u>For</u>	<u>Against</u>
Brick Tower Corporation	Common	15,000,000	0
Whole Living, Inc.	Common	200	0

FIFTH: The number of votes cast for the Plan by each voting group entitled to vote was sufficient for approval of the merger by each such voting group.

SIXTH: Following the merger there are no amendments to the Articles of Incorporation of the surviving company.

SEVENTH: A copy of the Plan will be furnished by the Corporation, on request and without cost, to any shareholder of either corporation which is a party to the merger.

EIGHTH: The merger will be effective upon the filing of the Articles of Merger.

DATED this 16th day of March, 1999.

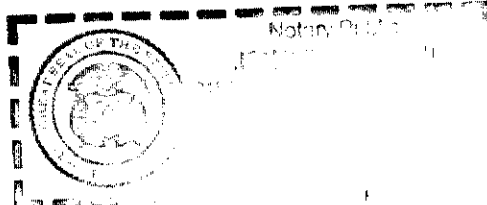
WHOLE LIVING, INC., a Nevada corporation

By Anita Patterson
Anita Patterson, President

By April Marino
April Marino, Secretary/Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 16th day of March, 1999, personally appeared before me Anita Patterson and April Marino personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they are the President and Secretary/Treasurer of Whole Living, Inc., and that said document was signed by them on behalf of said corporation by authority of its bylaws, and said Anita Patterson and April Marino acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

**AGREEMENT OF MERGER BETWEEN
BRICK TOWER CORPORATION, AN IDAHO CORPORATION AND
WHOLE LIVING, INC. A NEVADA CORPORATION**

This Plan of Merger is made and entered into on the 16th day of March, 1999, by and between Brick Tower Corporation, a Idaho corporation ("Brick Tower"), and Whole Living, Inc., a Nevada corporation ("Whole Living"). Brick Tower and Whole Living are hereinafter sometimes referred to jointly as the "Constituent Corporations".

WHEREAS the Board of Directors of each of the Constituent Corporations have agreed by written consent that it is advisable that Brick Tower be merged with and into Whole Living on the terms and conditions set forth below.

THEREFORE, the parties hereto hereby agree as follows:

1. **Merger.** Brick Tower shall be merged with and into Whole Living (the "Merger"), and Whole Living shall be the surviving and continuing entity (herein sometimes referred to as the "Surviving Corporation"), effective at the time when the Merger is made effective in accordance with the provisions hereof and applicable law (the "Effective Time").

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation of Whole Living shall not be amended in any respect by reason of the Merger, and said Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation unless or until they are subsequently amended by the action of the Board of Directors. The Bylaws of Whole Living as they exist immediately before the Effective Time shall be the Bylaws of the Surviving Corporation.

3. **Consideration.** The shares of the Constituent Corporations shall be converted into shares of the Surviving Corporation in the following manner:

Each share of Whole Living shall remain outstanding as one fully paid and non-assesable shares of capital stock of the Surviving Corporation.

Each share of Brick Tower shall be converted into one fully paid and non-assessable share of capital stock of the Surviving Corporation.

4. **Officers and Directors.** The officers and directors of the Surviving Corporation following the Merger shall be as follows:

Anita Patterson
April Marino
John Peters

President, Director
Secretary/Treasurer, Director
Director

5. Title to Property and Assumption of Liabilities.

(a) The title or right to all property (real, personal and mixed) owed or possessed by either Constituent Corporation shall accrue to the Surviving Corporation without reversion or impairment.

(b) Any and all other interests of, belonging to, or due to either of the Constituent Corporations shall accrue to the Surviving Corporation without further act or deed.

(c) The Surviving Corporation shall assume all liabilities of each Constituent Corporation. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be impaired by the Merger.

(d) Any civil, criminal, administrative, or investigatory proceeding pending against either of the Constituent Corporations may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for either of the Constituent Corporations.

6. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of the Surviving Corporation arising from the Merger and irrevocably appoints the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceeding and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at 525 South 300 East, Salt Lake City, Utah 84111.

7. Fees and Expenses. The Surviving Corporation shall pay all fees and expenses incurred for the purpose of bringing both this Agreement and Plan of Merger and the Merger into effect.

8. Further Assurances. If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Constituent Corporations, the officers and directors of the appropriate Constituent Corporation shall execute any assignment, conveyance or transfer to vest such property or rights in the Surviving Corporation.

9. Shareholder Approval and Effective Time. This Agreement and Plan of Merger shall be submitted to the shareholders of each of the Constituent Corporations for consideration at a meeting of shareholders held in accordance with the Bylaws of each Constituent Corporation and applicable law, and the Effective Time shall occur upon (1) the approval by the shareholders of each Constituent Corporation, and (2) the subsequent execution, filing and recording of all documents necessary to effectuate the Merger.

10. Abandonment. This Agreement and Plan of Merger may be abandoned by (1) either of the Constituent Corporations by the action of its Board of Directors if such action is taken before the Agreement and Plan of Merger has been approved by the shareholders of the Constituent Corporation whose Board seeks abandonment, or (2) the mutual consent of the Constituent Corporations if their respective Boards of Directors each adopt a resolution abandoning the Agreement and Plan of Merger before the Effective Time.

IN WITNESS WHEREOF, each Constituent Corporation acting by the authority set out in a resolution adopted by its Boards of Directors has directed this Agreement and Plan of Merger to be executed by the President and attested to by the Secretary of each Constituent Corporation.

WHOLE LIVING, INC.
a Nevada corporation

By: Anita Patterson
Anita Patterson, President

Attest:

Debra Mason

By: April Marino
April Marino, Secretary/Treasurer

Attest:

Debra Mason

BRICK TOWER CORPORATION
a Idaho corporation

By: John Peters
John Peters, President

Attest:

Debra Mason

By: Anita Patterson
Anita Patterson, Secretary/Treasurer

Attest:

Arulha Masan