

ARTICLES OF MERGER

FILED/EFFECTIVE

OF

DEC 26 12 15 PM '01

LEAPFROG CONSULTING, LLC
(An Idaho Limited Liability Company)

SECRETARY OF STATE
STATE OF IDAHO

WITH AND INTO

LEAPFROG CONSULTING, INC.
(An Idaho corporation)

Pursuant to the provisions of Section 53-663 of the Idaho Limited Liability Company Act, and Section 30-1-1105 of the Idaho Business Corporation Act, the following Articles of Merger are executed for the purpose of merging Leapfrog Consulting, LLC, an Idaho limited liability company, with and into Leapfrog Consulting, Inc., an Idaho corporation.

FIRST: Leapfrog Consulting, LLC (the "*LLC*"), is an Idaho limited liability company, formed on June 29, 1999, with the filing of Articles of Organization with the Idaho Secretary of State.

SECOND: Leapfrog Consulting, Inc. (the "*Corporation*"), is an Idaho corporation, organized on December 6, 2001, with the filing of Articles of Incorporation with the Idaho Secretary of State.

THIRD: An Agreement and Plan of Merger ("*Merger Plan*") has been approved and executed by each of the LLC and the Corporation. A copy of the Merger Plan is attached hereto as Exhibit A.

FOURTH: The Merger Plan was duly approved by the sole shareholder of the Corporation pursuant to Section 30-1-1103 of the Idaho Business Corporation Act, and by the sole Member of the LLC pursuant to Section 53-662 of the Idaho Limited Liability Company Act.

FIFTH: The number of shares of the Corporation outstanding and entitled to vote on the Merger Plan was 100 shares of Common Stock; the number of shares of Common Stock voting for the Merger Plan was 100; the number of shares of Common Stock voting for the Merger Plan was sufficient for approval.

SIXTH: The name of the Surviving Corporation in the merger is Leapfrog Consulting, Inc.

SEVENTH: The effective time of the merger is 12:01 a.m. (Mountain Time) January 1, 2002.

EIGHTH: The Merger Plan is on file at the principal office of the Surviving Corporation, 756 Palmetto Drive, Eagle, Idaho 83616, and a copy of the Merger Plan will be furnished by the Surviving Corporation on request and without cost to any person holding an interest in the LLC or the Corporation.

IDAHO SECRETARY OF STATE
12/26/2001 05:00
EX: 1254 CT: 154333 BH: 436656
F 30.00 = 30.00 MERGER # 2

C 141630

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of the 12th day of December, 2001.

LEAPFROG CONSULTING, LLC

LEAPFROG CONSULTING, INC.

By: *Susan Barkis*
Susan Barkis, Sole Member

By: *Susan Barkis*
Susan Barkis, President

AGREEMENT AND PLAN OF MERGER

BETWEEN

LEAPFROG CONSULTING, INC.
(An Idaho Corporation)

AND

LEAPFROG CONSULTING, LLC
(An Idaho Limited Liability Company)

DATED AS OF
DECEMBER 12, 2001

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 12, 2001, by and between Leapfrog Consulting, Inc., an Idaho corporation (the "Company"), and Leapfrog Consulting, LLC, an Idaho limited liability company (the "LLC"). The Company and the LLC are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS:

- A. The Company was incorporated in the State of Idaho on December 6, 2001. On the date hereof, its authorized capital stock consists of 50,000 shares of Common Stock, no par value per share, of which 100 shares are issued and outstanding.
- B. The LLC was formed in the State of Idaho on June 29, 1999.
- C. The Board of Directors of the Company and the sole Member of the LLC deem it advisable and to the advantage of each of the Constituent Corporations and their respective shareholders and owners that the LLC be merged with and into the Company upon the terms and subject to the conditions set forth in this Agreement.
- D. Each of the Constituent Corporations has, subject to approval by its shareholders and members, adopted the Plan of Merger embodied in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations do hereby agree to merger on the terms and conditions herein provided, as follows:

1. THE MERGER.

1.1 **The Merger.** Upon the terms and subject to the conditions hereof, at the Effective Time (as hereinafter defined), the LLC shall be merged with and into the Company (the "Merger"), in accordance with the applicable laws of the State of Idaho. The separate existence of the LLC shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation") in the Merger, and shall be governed by the laws of the State of Idaho.

1.2 **Effective Time.** The merger shall become effective at 12:01 a.m. (Mountain Time), January 1, 2002 (the "Effective Time"), as set forth in the Articles of Merger annexed hereto as *Appendix A*, after satisfaction of the requirements of the applicable laws of the State of Idaho prerequisite to filing such Articles of Merger with the Idaho Secretary of State, including without limitation, the approval of the shareholders of the Company and the sole Member of the LLC.

1.3 **Governing Documents.** At the Effective Time, the Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall continue in full force as the Articles of Incorporation of the Surviving Corporation; and at the Effective Time, the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Bylaws of the Surviving Corporation.

1.4 **Directors and Officers.** The directors and officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, until their successors shall have been

duly elected and qualified or until otherwise provided by law, or the Articles of Incorporation or Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES.

2.1 LLC Membership Interest. At the Effective Time, the 100% Membership Interest in the LLC owned by the sole Member thereof shall be automatically changed and converted into one hundred (100) fully paid and nonassessable, issued and outstanding shares of Company Common Stock.

2.2 Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Company Common Stock issued and outstanding immediately prior thereto shall be retired and canceled and returned to the status of authorized but unissued shares.

2.3 Stock Certificates. Each person who becomes entitled to receive Company Common Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Time, a certificate or certificates representing the number of shares of Company Common Stock to which such person is entitled as provided herein.

3. EFFECT OF THE MERGER.

3.1 Rights, Privileges, Etc. At the Effective Time of the Merger, 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 the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the LLC and the Company; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of the LLC and the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in the LLC or the Company, shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the LLC and the Company shall be preserved and unimpaired, and all liens upon the property of the LLC or the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or be attached 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 controlled by it.

3.2 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Company Idaho and otherwise to carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL.

4.1 Condition. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the sole Member of the LLC and by the sole shareholder of the Company, prior to or at the Effective Time.

4.2 Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of the Company or the sole Member

of the LLC, or both, notwithstanding the approval of this Agreement by the sole shareholder of the Company and the sole Member of the LLC.

4.3 Amendment. At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the Boards of Directors of the Company and the sole Member of the LLC, notwithstanding the approval of this Agreement by the sole shareholder of the Company and the sole Member of the LLC; *provided, however,* that any amendment made subsequent to the adoption of this Agreement by such shareholder and Member 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 upon conversion of any Membership Interests in the LLC; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Agreement, if such alteration or change would adversely affect the holders of any shares of any class or series of securities of either the Company or the LLC.

4.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, including, without limitation, the applicable provisions of the Idaho Limited Liability Company Act and the merger provisions of the Idaho Business Corporations Act.

4.5 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement and Plan of Merger as of the date and year first written above.

LEAPFROG CONSULTING, LLC
(an Idaho limited liability company)

By: Susan Barkis
Susan Barkis, Sole Member

LEAPFROG CONSULTING, INC.
(an Idaho corporation)

By: Susan Barkis
Susan Barkis, President

Appendix A-1

ARTICLES OF MERGER

OF

LEAPFROG CONSULTING, LLC
(An Idaho Limited Liability Company)

WITH AND INTO

LEAPFROG CONSULTING, INC.
(An Idaho corporation)

Pursuant to the provisions of Section 53-553 of the Idaho Limited Liability Company Act, and Section 30-1-1105 of the Idaho Business Corporation Act., the following Articles of Merger are executed for the purpose of merging Leapfrog Consulting, LLC, an Idaho limited liability company, with and into Leapfrog Consulting, Inc., an Idaho corporation.

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FOURTH: The Merger Plan was duly approved by the sole shareholder of the Corporation pursuant to Section 30-1-1103 of the Idaho Business Corporation Act, and by the sole Member of the LLC pursuant to Section 53-662 of the Idaho Limited Liability Company Act.

FIFTH: The number of shares of the Corporation outstanding at the time of the vote on the Merger Plan was 100 shares of Common Stock; the number of shares of Common Stock voting for the Merger Plan was 100; the number of shares of Common Stock voting for the Merger Plan was sufficient for approval.

SIXTH: The name of the Surviving Corporation in the merger is Leapfrog Consulting, Inc.

SEVENTH: The effective time of the merger is 12:01 a.m. (Mountain Time) January 1, 2002.

EIGHTH: The Merger Plan is on file at the principal office of the Surviving Corporation, 756 Palmetto Drive, Eagle, Idaho 83616, and a copy of the Merger Plan will be furnished by the Surviving Corporation on request and without cost to any person holding an interest in the LLC or the Corporation.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed as of the ___ day of December, 2001.

LEAPFROG CONSULTING, LLC

LEAPFROG CONSULTING, INC.

By: _____
Susan Barkis, Sole Member

By: _____
Susan Barkis, President