



Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of _____

THOMPSON-GELLINGS, INC. (Idaho corporation #42673)

into TGI ACQUISITION COMPANY (Idaho corporation #90004),

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

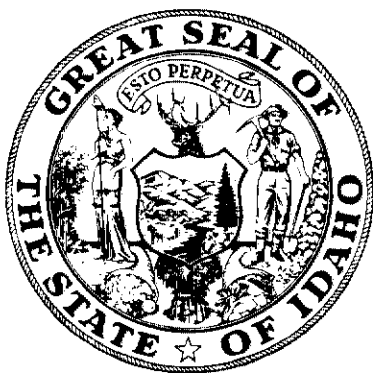
ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of

Merger

, and attach hereto a duplicate original of the Articles of

Merger

Dated January 7, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

M. Richards

Corporation Clerk

ARTICLES OF MERGER
OF THOMPSON-GELLINGS, INC.,
AN IDAHO CORPORATION
INTO
TGI ACQUISITION COMPANY,
AN IDAHO CORPORATION

RECEIVED
SEC. OF STATE

'91 JAN 7 AM 8 57

Pursuant to the provisions of Section 30-1-75 of the Idaho Business Corporation Act, TGI ACQUISITION COMPANY, an Idaho corporation ("TGI"), adopts the following Articles of Merger for the purpose of merging THOMPSON-GELLINGS, INC., an Idaho corporation ("Thompson"), its wholly owned subsidiary, into TGI as the surviving corporation:

FIRST: The Plan of Merger attached hereto as Exhibit A was approved by the Board of Directors of TGI, as the surviving corporation, in the manner prescribed by the Idaho Business Corporation Act.

SECOND: The number of outstanding shares of each class of Thompson and the number of such shares of each class owned by TGI are as follows:

<u>Name of Subsidiary</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares Owned by Surviving Corporation</u>
Thompson-Gellings, Inc.	Twenty (20)	Common	Twenty (20)

THIRD: TGI, as sole shareholder of Thompson, waives the mailing of a copy of the Plan of Merger in the manner prescribed under Idaho law.

Dated Effective: November 2, 1990.

TGI ACQUISITION COMPANY

By


Randall C. Pura

Its: President

By


Bob Wilkins

Its: Secretary

STATE OF Idaho
COUNTY OF Bonneville

SS.

I, Rhea Schroeder, a notary public, do hereby certify that on this 14th day of December, 1990, personally appeared before me Randall C. Pura, who, being by me first duly sworn, declared that he is the President of TGI Acquisition Company, an Idaho corporation, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

(Notarial Seal)

Rhea Schroeder
Notary Public for California Idaho
Residing at: Idaho Falls, Idaho
My commission expires 5-18-93

STATE OF Idaho
COUNTY OF Bonneville

SS.

I, Rhea Schroeder, a notary public, do hereby certify that on this 14th day of December, 1990, personally appeared before me Bob Wilkins, who, being by me first duly sworn, declared that he is the Secretary of TGI Acquisition Company, an Idaho corporation, that he signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true.

(Notarial Seal)

Rhea Schroeder
Notary Public for California Idaho
Residing at: Idaho Falls, Idaho
My commission expires 5-18-93

PLAN AND AGREEMENT OF MERGER

Between

TGI ACQUISITION COMPANY

**An Idaho Corporation
(The Surviving Corporation)**

and

THOMPSON-GELLINGS, INC.

**An Idaho Corporation
(The Merging Corporation)**

PLAN AND AGREEMENT OF MERGER, dated November 2, 1990, between TGI Acquisition Company, an Idaho corporation (hereinafter referred to as "TGI" and sometimes referred to as the "Surviving Corporation"), and THOMPSON-GELLINGS, INC., an Idaho corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

FIRST

RECITALS

A. TGI and the Merging Corporation are both validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is a wholly owned subsidiary of TGI.

B. The Board of Directors of TGI deems it advisable and in the best interests of the Constituent Corporations that the Merging Corporation merge with and into TGI in the manner provided under Idaho law.

SECOND

AGREEMENT OF MERGER

On the effective date of the merger, the Merging Corporation shall be merged with and into TGI and the separate existence of the Merging Corporation shall cease.

THIRD

MANNER AND BASIS OF CONVERSION OF SHARES

1. Each share of the Merging Corporation's common stock which is issued and outstanding immediately prior to the effective date of the merger shall be cancelled upon the effective

date of the merger and no shares of TGI or other securities or consideration shall be issued in exchange therefor.

2. Each share of common stock of TGI which is issued and outstanding prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger.

FOURTH

EFFECT OF MERGER

On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

FIFTH

EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be the date on which a copy of this Agreement is filed with the Idaho Department of State.

IN WITNESS WHEREOF, the undersigned Officers have signed
their names hereto effective November 2, 1990.

TGI Acquisition Company,
an Idaho corporation
(the "Surviving Corporation")

By: *Rm C Pura*

Randall C. Pura

Its: President

Thompson-Gellings, Inc.
an Idaho corporation
(the "Merging Corporation")

By: *Rm C Pura*

Randall C. Pura

Its: President