

FILED/EFFECTIVE

JUN 29 4 05 PM '00
SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF MERGER
OF
ERSTAD THORNTON GROUP, PLLC,
an Idaho professional limited liability company
INTO
ERSTAD THORNTON ARCHITECTS, PA,
an Idaho professional services corporation

Pursuant to Idaho Code § 30-1-1101, Erstad Thornton Architects, PA, an Idaho professional services corporation ("Erstad PA"), the surviving corporation of the merger of Erstad Thornton Group, PLLC, an Idaho professional limited liability company ("Erstad PLLC") with and into Erstad PA (the "Merger"), hereby files these Articles of Merger with the Office of the Secretary of State of the State of Idaho.

1. Name and Jurisdiction of Constituent Entities. The name and jurisdiction of organization of each constituent entity is as follows:

<u>Name:</u>	<u>Jurisdiction of Organization:</u>
Erstad Thornton Group, PLLC	Idaho
Erstad Thornton Architects, PA	Idaho

2. Plan of Merger. A plan of merger ("Plan of Merger") of Erstad PLLC with and into Erstad PA has been adopted by each constituent entity. The Plan of Merger is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A and is incorporated by reference.
3. Shareholder Approval. Approval of the Plan of Merger was required by the members of Erstad PLLC and the shareholders of Erstad PA.
- 2.1 Erstad PLLC. The Plan of Merger was approved by the unanimous consent of the members of Erstad PLLC.
- 2.2 Erstad PA. The Plan of Merger was approved by the unanimous consent of the shareholders of Erstad PA.
4. Amendment to Articles of Incorporation. The Plan of Merger does not result in any amendment to the articles of incorporation of Erstad PA.
5. Effective Date. These Articles of Merger are effective at 12:01 a.m. on July 1, 2000.

6. Name and Address for Service of Process. The address where copies of process may be sent to the surviving corporation by the Secretary of State is:

Erstad Thornton Architects, PA
848 Fulton Street
Boise, Idaho 83702

7. Contact. The person to contact about this filing is:

Kris Ormseth
Stoel Rives, LLP
101 South Capitol Blvd., Suite 1900
Boise, Idaho 82702
(208) 389-9000


In Witness Whereof, the undersigned have executed these Articles of Merger as of this 24th day of June, 2000.

Erstad Thornton Group, PLLC
an Idaho professional limited liability company

By: 
Andrew C. Erstad, Member

By: 
Robert L. Thornton, Member

Erstad Thornton Architects, PA
an Idaho professional services corporation

By: ROBERT L. THORNTON
, President

By: Cynthia Tietjen
Cynthia Tietjen, Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Merger Agreement**") is made as of June 24, 2000, by and between Erstad Thornton Group, PLLC, an Idaho professional limited liability company ("**Erstad PLLC**"), and Erstad Thornton Architects, PA, an Idaho professional services corporation ("**Erstad PA**"). Erstad PLLC and Erstad PA are sometimes referred to as the "**Constituent Entities**."

RECITALS

The members, shareholders and directors, as applicable, of the Constituent Entities deem it advisable and to the advantage of said entities that Erstad PLLC merge with and into Erstad PA upon the terms and conditions herein provided.

NOW, THEREFORE, the Constituent Entities do hereby adopt the plan of merger encompassed by this Merger Agreement and do hereby agree that Erstad PLLC shall merge with and into Erstad PA on the following terms, conditions and other provisions:

AGREEMENT

1. Terms And Conditions

1.1 Merger. Erstad PLLC shall be merged with and into Erstad PA (the "**Merger**"), and Erstad PA shall be the surviving entity (the "**Surviving Entity**") effective at 12:01 a.m. on July 1, 2000 (the "**Effective Date**").

1.2 Succession. On the Effective Date, Erstad PA shall continue its corporate existence under the laws of the State of Idaho, and the separate existence and organization of Erstad PLLC, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Effect of Merger. The effect of the Merger from and after the Effective Date shall be as set forth in the Idaho Business Corporation Act and other applicable law.

1.4 Membership Interests of Erstad PLLC and Common Stock of Erstad PA. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Entities or their members or shareholders, (i) the total membership interest held by each of the members of Erstad PLLC immediately prior thereto shall be changed and converted into 10,000 fully paid and nonassessable shares of the Voting Common Stock of Erstad PA; and (ii) each share of Common Stock of Erstad PA issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Erstad PA in effect on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of the Surviving Entity.

2.2 Directors. The directors of Erstad PA immediately preceding the Effective Date shall continue to be the directors of the Surviving Entity on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Erstad PA immediately preceding the Effective Date shall continue to be the officers of the Surviving Entity on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. Miscellaneous

3.1 Further Assurances. From time to time, and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Erstad PLLC 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 Entity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Erstad PLLC and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of Erstad PLLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Conditions to Merger. The obligation of the Constituent Entities to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Entities in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the members of Erstad PLLC in accordance with applicable provisions of the laws of the State of Idaho;

(b) the Merger shall have been approved by the shareholders of Erstad PA in accordance with applicable provisions of the laws of the state of Idaho; and

(c) all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Erstad PLLC or Erstad PA to be material to consummation of the Merger shall have been obtained.

3.3 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the members or Board of Directors of either Erstad PLLC or Erstad PA or both, notwithstanding the approval of this Merger Agreement by the members and shareholders of Erstad PLLC or Erstad PA, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the members and Board of Directors of Erstad PLLC and Erstad PA, such action would be in the best interest of such entities.

In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Entities with respect thereto.

3.4 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

3.5 Agreement for Service of Process. The Surviving Entity, from and after the Effective Date, agrees that it may be sued and served with process in the State of Idaho at its offices at 848 Fulton Street, Boise, Idaho 83702.

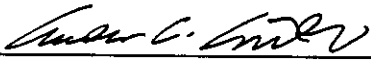
3.6 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Idaho.

3.7 Names and Addresses of Constituent Entities. The name, address, and jurisdiction of organization and governing law of each Constituent Entity is as follows:

<u>Name</u>	<u>Address</u>	<u>Jurisdiction of Organization / Governing Law</u>
Erstad Thornton Group, PLLC	848 Fulton Street Boise, Idaho 83702	Idaho
Erstad Thornton Architects, PA	848 Fulton Street Boise, Idaho 83702	Idaho

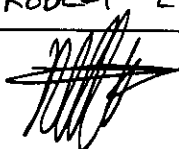
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Erstad Thornton Group, PLLC
an Idaho professional limited liability company

By: 
Andrew C. Erstad, Member

By: 
Robert L. Thornton, Member

Erstad Thornton Architects, PA
an Idaho professional services corporation

By: ROBERT L. THORNTON
, President