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State of Idaho

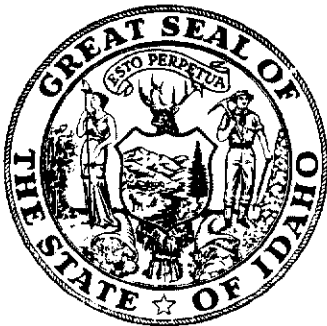
Department of State

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 OLSON PROPERTIES, INC., an Idaho corporation, into EMPIRE HEATING, INC., an Idaho corporation, duly executed 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: December 31, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *Shirley J. Clark*

**ARTICLES OF MERGER
OF
OLSON PROPERTIES, INC.
AN IDAHO CORPORATION,
INTO
EMPIRE HEATING, INC.,
AN IDAHO CORPORATION**

SECRETARY OF STATE
STATE OF IDAHO

DEC 31 3 18 PM '96
SECRETARY OF STATE
STATE OF IDAHO

IN ACCORDANCE WITH IDAHO CODE § 30-1-74

The undersigned DAVID V. OLSON, being the President of each of OLSON PROPERTIES, INC., an Idaho Corporation and EMPIRE HEATING, INC., an Idaho corporation, does hereby certify as follows:

1. The plan of merger providing for the merger of OLSON PROPERTIES, INC. into EMPIRE HEATING, 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 § 30-1-73 of 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:
OLSON PROPERTIES, INC.	1,000	Common stock
EMPIRE HEATING, INC.	967.41	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:
OLSON PROPERTIES, INC.	1,000	
EMPIRE HEATING, INC.	967.41	

IDAHO SECRETARY OF STATE
DATE 12/31/1996 0900 51167
CK #: 2202 CUST# 44531
MERGER
1@ 30.00= 30.00

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of this thirty-first day of December, 1996.

OLSON PROPERTIES, INC.
An Idaho Corporation

By: 
DAVID V. OLSON, President

EMPIRE HEATING, INC.,
An Idaho Corporation

By: 
DAVID V. OLSON, President

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
OLSON PROPERTIES, INC.
AN IDAHO CORPORATION
AND
EMPIRE HEATING, INC.
AN IDAHO CORPORATION**

* * * * *

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this thirty-first day of December, 1996, by and between OLSON PROPERTIES, INC., an Idaho corporation, and EMPIRE HEATING, 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 OLSON PROPERTIES, INC., merged with and into EMPIRE HEATING, INC. pursuant to the applicable corporation laws of the State 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.** OLSON PROPERTIES, INC. will be merged into EMPIRE HEATING, INC. in accordance with the applicable laws of the State of Idaho. EMPIRE HEATING, 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, the later of December 31, 1996 or the issuance of a Certificate of Merger by the Idaho Secretary of State.

2. SHARES OF OLSON PROPERTIES, INC. On the Effective Date, each share of common stock of OLSON PROPERTIES, INC. issued and outstanding immediately prior to the merger shall be converted into shares of EMPIRE HEATING, INC.; provided, however, that because the Shareholders of the Constituent Corporations own the identical percentage of shares in each of the Constituent Corporations, no further shares of EMPIRE HEATING, INC., shall be issued to the Shareholders in consideration of the cancellation of their OLSON PROPERTIES, INC. shares.

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 EMPIRE HEATING, 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 EMPIRE HEATING, INC. shall be the directors and officers of the Surviving Corporation on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of EMPIRE HEATING, 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:

- (i) By mutual consent of the Constituent Corporations;
- (ii) If holders of at least a majority of the outstanding shares of common stock of EMPIRE HEATING, 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 is 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 be 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.

EMPIRE HEATING, INC.
An Idaho Corporation

By: 

DAVID V. OLSON, President

ATTEST:


DEBORAH A. OLSON, Secretary

OLSON PROPERTIES, INC.
An Idaho Corporation

By: David V Olson
DAVID V. OLSON, President

ATTEST:

Deborah A. Olson
DEBORAH A. OLSON, Secretary

