

JOINT AGREEMENT
AND
PLAN OF MERGER OF
UNITED PRODUCTS, INC., A UTAH CORPORATION
INTO
FREEWAY, INC., AN IDAHO CORPORATION

I. MERGER

United Products, Inc., a Utah corporation, hereinafter called "United", shall be merged into Freeway, Inc., an Idaho corporation, hereinafter called "Freeway".

II. TERMS OF MERGER

The terms of merger are:

(A) United shall be merged into Freeway in accordance with the statutory procedures set forth in Section 16-10-72, of the Utah Business Corporation Act, and Sections 30-151 and 30-152 of the General Business Corporations Provisions of the Idaho Code.

(B) Freeway shall be the surviving corporation and the corporation identity, existence, purposes, powers, franchises, rights and immunities of Freeway shall continue unaffected and unimpaired by the merger. The Articles of Incorporation and the By-Laws of Freeway shall remain in effect unaltered as the Articles of Incorporation and the By-Laws of the surviving corporation, and the duly qualified and acting directors and officers of Freeway immediately prior to the time when the merger becomes effective, as provided in paragraph 5 hereof, hereinafter called "effective time", shall be the directors and officers of the surviving corporation.

(C) The corporate identity, existence, purposes, powers, franchise, rights and immunities of United shall be merged into Freeway and Freeway shall be solely vested therewith.

(D) The separate existence of United, except insofar as specifically provided by law, shall cease at the effective time, whereupon United and Freeway shall become a single corporation.

(E) At the effective date of the merger, all of the outstanding shares of common stock of United shall be converted into shares of common stock of Freeway fully paid and non-assessable by Freeway.

(F) Freeway has authorized shares of five hundred thousand (500,000); One Dollar (\$1.00) par value each, common stock, of which fifty-four thousand eight hundred (54,800) shares are issued and outstanding, and United has authorized fifty thousand (50,000) shares of One Dollar (\$1.00) par value each, common stock, of which one thousand (1,000) shares are issued and outstanding.

III. BASIS OF EXCHANGE

The manner and basis of converting the shares of United into shares of Freeway shall be as follows:

(A) The outstanding shares of capital stock of Freeway shall not be changed or converted as a result of the merger, and following the effective date of the merger, all shares of capital stock of Freeway heretofore authorized shall be authorized shares of capital stock of the surviving corporation, and all shares of capital stock of Freeway then outstanding shall remain outstanding, shall be fully paid and non-assessable by Freeway, and shall be subject to all the provisions of this Plan of Merger.

(B) At the effective date of the merger, each one (1) share of common stock of United of which any person is then the holder of record shall thereupon be converted into ten (10) shares of common stock of Freeway. Each such holder of outstanding common stock of United upon surrender to Freeway of one (1) share for cancellation, shall be entitled to receive ten (10) shares of common stock of Freeway represented by the certificates so surrendered for cancellation by such holder. Until so surrendered, each such certificate representing outstanding shares of common stock of United shall represent the ownership of ten (10) of the number of shares of common stock of Freeway for all corporate and legal purposes.

IV. STOCKHOLDERS APPROVAL

Upon approving this Plan of Merger, the Board of Directors of Freeway and of United respectively, shall sign and execute this Joint

Agreement and shall by resolution, direct that this Joint Agreement and Plan of Merger be submitted to a vote at a special meeting of shareholders of Freeway and United, respectively, to be held on or before May 26, 1970. Upon approval by the stockholders of each corporation respectively the secretary of each corporation shall certify to the number of stockholders of each corporation voting in favor of the merger, and the president and secretary of each corporation respectively, acknowledged by the president, shall execute and sign this Agreement and the same shall be forthwith filed with the Secretary of State of the State of Idaho, and Articles of Merger shall be filed with the Secretary of State of the State of Utah.

V. EFFECTIVE TIME

The merger shall become effective for accounting purposes as of May 1, 1970, and the transfer of assets and liabilities and the business of United, to Freeway shall be effected as of May 1, 1970. Freeway and United shall cause the Articles of Merger and the Joint Agreement to be recorded and filed with the Secretary of State of the State of Utah and the Secretary of the State of Idaho, respectively as soon as reasonably possible after this Joint Agreement and Plan of Merger shall have been approved by the shareholders of both Freeway and United, and the merger shall be deemed to be consummated and completed upon such filing.

PROVIDED, HOWEVER, that if the holders of more than ten percent (10%) of the capital stock of Freeway or of more than ten percent (10%) of the common stock of United, outstanding at the time of the meeting of the shareholders at which the Joint Agreement and Plan of Merger is submitted to a vote, shall have filed a written objection to the Joint Agreement and Plan of Merger within forty-eight (48) hours prior to such meeting and shall not have voted in favor thereof, Freeway may, in its sole discretion, postpone filing and recording such Joint Agreement for any period up to but not exceeding twenty-five (25) days after this Joint Agreement and Plan of Merger shall have been so approved by the shareholders of both corporations. If at any time before the Joint

Agreement and the Articles of Merger have been filed and recorded, either Freeway or United shall notify each other, pursuant to Paragraph 6 or 7 hereof, of its election to cancel the merger, this Joint Agreement and Plan of Merger shall be null and void, the merger shall not become effective, and United shall not thereafter file and record such Articles of Merger.

VI. CANCELLATION OF PLAN BY MERGED CORPORATION

Freeway or United may, either in its sole discretion, cancel this Plan of Merger and abandon the merger at any time prior to the filing of the Joint Agreement of the Articles of Merger, by delivering written notice thereof to the other party if it shall appear at such time that any of the statements or representations made in connection with this merger is untrue or inaccurate in any material respect.

This Agreement was presented to the Boards of Directors of each of the corporate parties hereto at meetings duly convened for consideration of the same and the Joint Agreement and Plan of Merger was unanimously approved and adopted by the Board of Directors of United Products, Inc. and the Board of Directors of Freeway, Inc.

BOARD OF DIRECTORS OF
UNITED PRODUCTS, INC.

BOARD OF DIRECTORS OF
FREEWAY, INC.

C.P. Webster

C.P. Webster

Layton F. Oott

Layton F. Oott

James F. Fletcher

James F. Fletcher

CERTIFICATION

I, James F. Fletcher, the undersigned, Secretary of Freeway, Inc., do hereby certify that the within Joint Agreement and Plan of Merger was presented and submitted to the stockholders of Freeway, Inc. at a special meeting duly called for the purpose of voting upon the within Agreement, and do further certify that one hundred percent (100%) of the stockholders of Freeway, Inc. voted in

favor of the adoption of and the approval of the within Agreement.

IN WITNESS WHEREOF, I have set my hand to this certificate this 8 day of ~~May~~^{June}, 1970, and have affixed hereto the corporate seal of Freeway, Inc.

James F. Hartman

Secretary

I, *James F. Hartman*, the undersigned Secretary of United Products, Inc., do hereby certify that the within Joint Agreement and Plan of Merger was presented and submitted to the stockholders of United Products, Inc. at a special meeting duly called for the purpose of voting upon the within Agreement, and do further certify that one hundred percent (100%) of the stockholders of United Products, Inc. voted in favor of the adoption of and the approval of the within Agreement.

IN WITNESS WHEREOF, I have set my hand to this certificate this 8 day of ~~May~~^{June}, 1970, and have affixed hereto the corporate seal of United Products, Inc.

James F. Hartman

Secretary

The within Agreement as adopted by the Board of Directors of Freeway, Inc. and as certified by the Secretary of Freeway, Inc. is hereby accepted and executed by the duly appointed officers, to-wit, the President and Secretary of Freeway, Inc. this 8 day of ~~May~~^{June}, 1970.

FREEWAY, INC.

By *Warren F. Hartman*

President

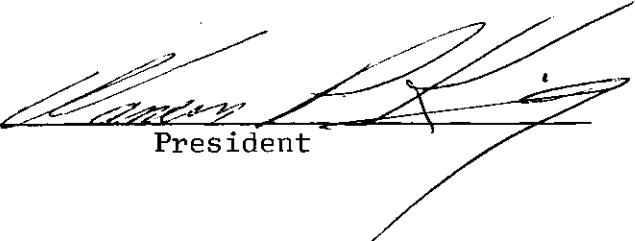
ATTEST:

James F. Hartman

Secretary

The within Agreement as adopted by the Board of Directors of United Products, Inc. and as certified by the Secretary of United Products, Inc. is hereby accepted and executed by the duly appointed officers, to-wit, the President and Secretary of United Products, Inc. this 8 day of ^{June} May, 1970.

UNITED PRODUCTS, INC.

By 
President

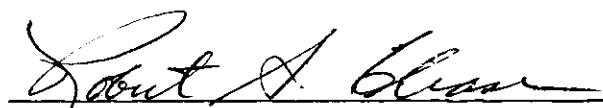
ATTEST:


Robert S. Chase
Secretary

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

Before me, Robert S. Chase, a Notary Public in and for said County and State, personally appeared Warren P. King who duly acknowledged before me that he is the President of Freeway, Inc., an Idaho corporation, and that he signed the foregoing document as his free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8 day of ^{June} May, 1970.


Robert S. Chase
Notary Public

Residing in Salt Lake City, Utah

My Commission Expires:

1-22-74

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

Before me, Robert S. Chase, a Notary Public in and for said County and State, personally appeared Warren P. King

who duly acknowledged before me that he is the President of United Products, Inc., a Utah corporation, and that he signed the foregoing document as his free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8 day of ~~May~~ ^{June}, 1970.

Robert A. Chase
Notary Public

Residing in Salt Lake City, Utah

My Commission Expires:

1-22-74