

MERGER AGREEMENT

PLAN AND AGREEMENT OF MERGER (hereafter called this Agreement), dated as of July 1, 1968, by and between CONSOLIDATED CREDIT CORPORATION, an Idaho corporation (hereafter called "Consolidated"), and C & L INVESTMENT COMPANY, an Idaho corporation (hereafter called "C & L"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations",

WITNESSETH:

WHEREAS, Consolidated is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on October 21, 1959 under the same name, and C & L is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on June 28, 1957 under the same name; and

WHEREAS, the authorized capital stock of Consolidated consists of 1,000,000 shares of Common Stock, par value \$1.00 per share, of which 200,000 shares are outstanding; and

WHEREAS, the authorized capital stock of C & L consists of 500 shares of Common Stock, par value \$10.00 per share, of which 100 shares are outstanding; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant

to this Agreement and pursuant to the applicable provisions of the laws of the State of Idaho;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Idaho, that the Constituent Corporations shall be merged into a single corporation, to-wit: Consolidated, an Idaho corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

#### ARTICLE I.

##### Effective Time of the Merger

At the effective time of the Merger, the separate existence of C & L shall cease and C & L shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effected on the date on which this Agreement of Merger is filed in the office of the Secretary of State of the State of Idaho, after satisfaction of the requirements of the applicable laws of this state prerequisite to such filing.

#### ARTICLE II.

##### Governing Law; Certificate of Incorporation

The laws which are to govern the Surviving Corporation are the

laws of the State of Idaho. The Articles of Incorporation of Consolidated, shall at the effective time of the merger, be the governing charter of the surviving corporation and shall remain in effect thereafter until the same shall be amended or altered in accordance with the provisions thereof.

### ARTICLE III.

#### By - Laws

The By-Laws of Consolidated at the effective time of the Merger shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

### ARTICLE IV.

#### Directors and Officers

The Directors of Consolidated at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the By-Laws of the Surviving Corporation, the officers of Consolidated at the effective time of the Merger shall be the officers of the Surviving Corporation.

### ARTICLE V.

#### Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. Consolidated's Common Stock. None of the shares of Common Stock, par value \$1.00 per share, of Consolidated issued at the

effective time of the Merger shall be converted as a result of the Merger, but all of such shares shall remain issued shares of Common Stock of the Surviving Corporation.

2. C & L's Common Stock: At the effective time of the Merger, each share of Common Stock, par value \$10.00 per share, of C & L issued and outstanding shall be cancelled and converted into 677.42 shares of common stock of the Surviving Corporation and each holder of outstanding common stock of C & L, upon surrender to the Surviving Corporation of one or more stock certificates for common stock of C & L for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of common stock of the Surviving Corporation into which the common stock of C & L so surrendered shall have been converted as aforesaid.

3. Surrender of C & L Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing Common Stock of C & L issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation as above provided. Until so surrendered for exchange, each such stock certificate nominally representing Common Stock of C & L shall be deemed for all corporate purposes to evidence the ownership of the number of shares of common stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

4. Status of Newly Issued Stock. All shares of common stock of the Surviving Corporation into which shares of common stock of C & L

are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of C & L.

## ARTICLE VI.

### Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, 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 said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts,

liabilities and duties of said Constituent Corporations, respectively shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

#### ARTICLE VII.

##### Accounting Matters

The assets and liabilities of the Constituent Corporations as of June 30, 1968 shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of capital of the surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the common stock to be issued in the Merger and of the aggregate par value of the common stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

#### ARTICLE VIII.

##### Approval of Shareholders; Filing of Certificate of Merger

This agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective certificates of incorporation at meetings which shall be held on or before August 26, 1968, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve. After such adoption and approval, and subject to the conditions contained in this Agreement, this Agreement shall be signed, certified by the Secretaries of each corporation

and delivered to the Secretary of State of the State of Idaho for filing as provided by Section 30-152 of the Corporation Laws of the State of Idaho.

#### ARTICLE IX.

##### C & L's Representations and Warranties

C & L represents and warrants to Consolidated as follows:

1. Financial Statements. C & L has delivered to Consolidated copies of its balance sheets as of June 30, 1968, inclusive, and related statements of consolidated earnings and earnings retained in the business for the fiscal years ended on such dates, respectively, in each case including the notes thereto. All of such financial statements are true and complete to the best of the knowledge of the parties hereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of C & L. Except as and to the extent reflected or reserved against therein (including the notes thereto), C & L and its consolidated subsidiaries did not have, as of the date thereof, any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a consolidated corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each of such statements of consolidated earnings and earnings retained in the business presents a true and complete statement of the results of operations of C & L for the period indicated.

2. Organization, etc. C & L is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. C & L has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which

the character and location of the assets owned by it or the nature of the business transacted by it required qualification.

3. Capitalization. C & L's capitalization consists of 500 authorized shares of Common Stock (par value \$10.00 per share), of which 100 shares are issued and outstanding as of the date hereof. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

#### ARTICLE X.

##### Consolidated's Representations and Warranties

1. Capitalization. Consolidated's capitalization consists of 1,000,000 authorized shares of Common Stock (par value \$1.00 per share), of which, as of the date hereof, 200,000 shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

2. Shares to be Issued. All shares of Common Stock of the Surviving Corporation into which the Common Stock of C & L is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable. At the effective time of the Merger the Surviving Corporation will have duly reserved for issuance a sufficient number of shares of Common Stock of Consolidated to permit conversion and such shares of Common Stock, when issued upon such conversion, will be duly and validly authorized and issued and fully paid and non-assessable, and no stockholder of Consolidated will have any pre-emptive right of subscription or purchase in respect thereof.

3. Financial Statements. Consolidated has delivered to C & L copies of its balance sheets as of June 30, 1968 inclusive, and related

statements of consolidated earnings and earnings retained in the business for the fiscal years ended on such dates, respectively, in each case including the notes thereto. All of such financial statements are true and complete to the best of the knowledge of the parties hereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of Consolidated. Except as and to the extent reflected or reserved against thereto (including the notes thereto), Consolidated and its consolidated subsidiaries did not have, as of the date thereof, any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a consolidated corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each of such statements of consolidated earnings and earnings retained in the business presents a true and complete statement of the results of operations of Consolidated for the period indicated.

4. Absence of Certain Changes or Events. From June 30, 1968 to date hereof, there has not been:

- (i) any change in the corporate status, businesses, operations or financial condition of Consolidated other than changes in the ordinary course of business, none of which has been materially adverse in relation to Consolidated taken as a whole;
- (ii) any declaration, setting aside or payment of any dividend or other distribution with respect to Consolidated's common stock, or any purchase, redemption or acquisition of such stock by Consolidated, and
- (iii) any other event or condition of any character which has materially and adversely affected the corporate status, businesses, operations or financial condition of Consolidated and its consolidated subsidiaries taken as a whole.

5. Litigation and proceedings. There is no suit, action or

legal or administrative proceeding pending, or to the knowledge of Consolidated threatened, against it or any of its consolidated subsidiaries, which, if adversely determined, might materially and adversely affect the financial condition of Consolidated nor is there any decree, injunction or order of any court, governmental department or agency outstanding against Consolidated having any such effect.

6. Material Contracts. Consolidated is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

7. No Conflict with Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Consolidated is a party.

8. Governmental Authorizations. Consolidated has all licenses, franchises, permits and other governmental authorizations valid and sufficient for all businesses presently carried on by Consolidated.

9. Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Consolidated directly with C & L and without the intervention of any other person, either as a result of any act of Consolidated or otherwise to the knowledge of Consolidated in such manner as to give rise to any valid claim against either of the parties for a finder's fee, brokerage commission or other like payment.

## ARTICLE XI.

### Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

- (a) amend its Articles of Incorporation or By-Laws except, in the case of Consolidated, as may be necessary to enable it to carry out the provisions of this Agreement;
- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;
- (d) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock;
- (e) Declare or pay any dividends on or make any distributions in respect of any shares of its capital stock.

From and after the date of this Agreement and prior to the effective time of the Merger, C & L will use its best efforts to preserve its business organizations intact; to keep available to Consolidated the services of C & L's present officers and employees; and to preserve for Consolidated the goodwill of C & L's suppliers, customers and others having business relations with it. During the same period C & L will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

## ARTICLE XII.

### Additional Agreements

The Constituent Corporations further agree as follows:

1. Access and Information. Consolidated and C & L hereby agree that each will give to the other and to the other's accountants, counsel

and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all such information concerning its affairs as such other party may reasonably request. In the event of the termination of this Agreement each party will deliver to the other all documents, work papers and other material obtained from the other relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.

2. Employee Benefit Plans. On the Merger, Consolidated will either (i) cause to be continued the C & L Salaried Employees Pension Plan and all group life, accident, medical, surgical, hospitalization or other insurance plans or programs of C & L as then in effect for the benefit of the employees covered thereby who become employees of the Surviving Corporation, or (ii) cause such employees to be included in corresponding plans or programs with provisions not less favorable than the plans or programs of C & L.

3. Expenses. Upon a termination of this Agreement as provided in Section C of Article XIII hereof, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

4. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance

in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of C & L acquired or to be acquired by or as a result of the Merger, the proper officers and directors of Consolidated, C & L and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of Consolidated or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

### ARTICLE XIII.

#### Conditions Precedent; Termination, General Provisions

A. Conditions Precedent to Consolidated's Obligation. The obligation of Consolidated to effect the Merger shall be subject to the following conditions (which may be waived in writing by Consolidated):

1. No material change in the corporate status, businesses, operations or financial condition of C & L shall have occurred since June 30, 1968 (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to C & L taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of C & L taken as a whole.

2. Consolidated shall have received such confirmations as it

may reasonably request to the effect that the Surviving Corporation will succeed upon consummation of the Merger to all of C & L's right, title and interest in and to its material contracts, agreements, leases and other commitments and that the Surviving Corporation shall possess and enjoy all material licenses, franchises, permits and other governmental authorizations possessed by C & L at the date hereof.

3. Any and all permits, approvals and other action of the Commissioner of Finance and the Secretary of State of the State of Idaho for the lawful consummation of the Merger shall have been obtained, and no such permit, approval or other action shall contain any provision which in the judgment of Consolidated shall be unduly burdensome.

B. Conditions Precedent to C & L's Obligation. The obligation of C & L to effect the Merger shall be subject to the following conditions, (which may be waived in writing by C & L):

1. No material change in the corporate status, businesses, operations or financial condition of Consolidated shall have occurred since June 30, 1968 (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to Consolidated taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of Consolidated taken as a whole.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated

and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Boards of Directors of the Constituent Corporations;
2. By Consolidated if, prior to the effective time of the Merger, the conditions set forth in paragraphs 1 through 4, inclusive, of Section A of this Article XIII shall not have been met;
3. By C & L if, prior to the effective time of the Merger, the conditions set forth in paragraphs 1 and 2 of Section B of this Article XIII shall not have been met;
4. By either of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it inadvisable to proceed with the Merger.

Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

**D. General.** The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**E. Amendments.** Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall be in the judgment of the party making it not affect substantially or materially

and adversely the benefits to such party or its shareholders intended under this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by all of the Directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary, all as of the day and year first above written.

BOARD OF DIRECTORS OF  
CONSOLIDATED CREDIT CORPORATION

Carl Biecker

B. D. Jones

W. H. Miller

David L. Murphy

Mark Freeman

Attest:

W. H. Miller

Secretary

BOARD OF DIRECTORS OF  
C & L INVESTMENT COMPANY

Carl Biecker

D. L. Murphy

Attest:

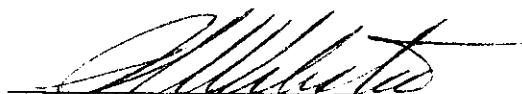
Mark Freeman

Secretary

Mark Freeman

STATE OF IDAHO      )  
                            ss.  
County of Ada            )

R. L. Webster, being the duly elected  
Secretary of CONSOLIDATED CREDIT CORPORATION, does hereby certify  
that at a duly and regularly called stockholders meeting of said Consolidated  
Credit Corporation, all of the stockholders of said corporation approved  
and adopted the foregoing Merger Agreement and authorized the Board of  
Directors and officers of said corporation to consummate said Agreement  
and to do all things necessary in connection therewith.

  
\_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN TO before me this 26 day of  
August, 1968.

Carl W. Bensche  
Notary Public for Idaho  
Residing at Boise, Idaho  
Notary Public for Idaho  
Carl W. Bensche, Notary Public

STATE OF IDAHO      )  
                            ss.  
County of Ada      )

James E. Brennan, being the duly elected  
Secretary of C & L INVESTMENT COMPANY, does hereby certify that at  
a duly and regularly called stockholders meeting of said C & L Investment  
Company, all of the stockholders of said corporation approved and adopted  
the foregoing Merger Agreement and authorized the Board of Directors and  
officers of said corporation to consummate said Agreement and to do all  
things necessary in connection therewith.

James E. Brennan  
Secretary

SUBSCRIBED AND SWORN TO before me this 26 day of  
August, 1968.

Carl W. Bieschke  
Notary Public for Idaho  
Residing at Boise, Idaho

Notary Public for Idaho  
Residing at Boise, Idaho

The foregoing Plan and Agreement of Merger, having been duly executed by all of the Directors of Consolidated and C & L, respectively, under the corporate seals of the respective corporations, and the said Plan and Agreement of Merger having been duly approved or adopted by the Boards of Directors, and duly approved and adopted by the stockholders of each of said corporations in the manner provided by the laws of the State of Idaho, and the President and Secretary of said corporations do now execute this Plan and Agreement of Merger under the respective seals of said corporations by the authority of the directors and stockholders of each, as the act, deed and agreement of each of said corporations, on this 26 day of August, 1968.

CONSOLIDATED CREDIT CORPORATION

By Carl Bieschke  
President

By Robert Webster  
Secretary

C & L INVESTMENT COMPANY

By Carl Bieschke  
President

By Robert Webster  
Secretary

STATE OF IDAHO )  
ss.  
County of Ada )

On this 26 day of August, 1968, before me, the undersigned, the duly elected President of CONSOLIDATED CREDIT CORPORATION, personally appeared Robert Webster, the Secretary of Consolidated Credit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same pursuant to the approval of the stockholders of said corporation and on behalf of said corporation. I further attest and acknowledge that I signed the same document as President of said corporation and pursuant to the foregoing authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal the day and year first above written.

Carl Bieschke  
President of Consolidated Credit  
Corporation

STATE OF IDAHO        )  
                          ss.  
County of Ada        )

On this 26 day of August, 1968, before me, the undersigned, the duly elected President of C & L INVESTMENT COMPANY, personally appeared James E. Freeman, the Secretary of C & L Investment Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same pursuant to the approval of the stockholders of said corporation and on behalf of said corporation. I further attest and acknowledge that I signed the same document as President of said corporation and pursuant to the foregoing authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official corporate seal the day and year first above written.

Paul G. Cooley  
President of C & L Investment Company