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State of Idaho

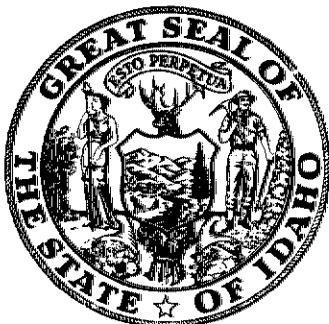
Department of State

CERTIFICATE OF MERGER

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Merger of U. S. BANK OF IDAHO, an Idaho corporation, into UNITED STATES NATIONAL BANK OF OREGON, a national banking association, 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: June 12, 1997



Pete T. Cenarrusa
SECRETARY OF STATE

By *Lily J. Clark*

**ARTICLES OF MERGER
OF
U. S. BANK OF IDAHO
AND
UNITED STATES NATIONAL BANK OF OREGON**

97 JUN 12 AM 10:18
SECRETARY OF STATE
STATE OF IDAHO

1. The entities proposing to merge are:
 - a. U. S. Bank of Idaho, an Idaho state-chartered bank whose principal address is 101 South Capital Boulevard, Boise, Idaho 83702 ("USBI"); and
 - b. United States National Bank of Oregon, a national banking association whose principal address is 111 S.W. Fifth Avenue, Portland, Oregon 97204-3699 ("USBO").
2. The surviving entity will be USBO.
3. A conformed copy of the agreement and plan of merger ("Plan") between USBI and USBO is attached.
4. The number of shares of outstanding common stock of USBI entitled to vote on the proposed merger and Plan was 6,148,202, all of which were voted for the proposed merger and Plan.
5. The number of shares of outstanding common stock of USBO entitled to vote on the proposed merger and Plan was 3,654,721 all of which were voted for the proposed merger and Plan.
6. The merger of USBI into USBO will be effective as of 11:59 p.m. on June 13, 1997.

U. S. BANK OF IDAHO



Sheryl W. Dawson, Assistant Secretary

UNITED STATES NATIONAL BANK
OF OREGON



Sheryl W. Dawson, Assistant Secretary

IDAHO SECRETARY OF STATE
DATE 06/12/1997
0900 101538 2
CK #: 200540 CUST# 1042
MERGER 1@ 30.00= 30.00
EXPEDITE C 1@ 20.00= 20.00

AGREEMENT AND PLAN OF MERGER

Dated: April 9, 1997

Among: **UNITED STATES NATIONAL BANK OF OREGON**, a banking association organized under the laws of the United States, whose principal address is 111 S.W. Fifth Avenue, Portland, Oregon 97204 (the "Receiving Association");

And: **U. S. BANK OF CALIFORNIA**, a California state chartered bank whose principal address is 980 Ninth Street, Sacramento, California 95814;

U. S. BANK OF IDAHO, an Idaho state chartered bank whose principal address is 101 South Capitol Boulevard, Boise, Idaho 83702;

U. S. BANK OF NEVADA, a Nevada state chartered bank whose principal address is One East Liberty, Reno, Nevada 89501;

U. S. BANK OF UTAH, a Utah state chartered member bank, whose principal address is 107 South Main Street, Salt Lake City, Utah 84111; and

U. S. BANK OF WASHINGTON, NATIONAL ASSOCIATION, a banking organization organized under the laws of the United States, whose principal address is 1420 Fifth Avenue, Seattle, Washington 98101 (collectively, the "Merging Banks").

RECITALS

A. The Receiving Association is a wholly owned subsidiary of U. S. Bancorp ("Bancorp"), an Oregon corporation and regional multibank holding company.

B. The Merging Banks are also wholly owned subsidiaries of Bancorp.

C. In connection with a corporate reorganization, the parties propose to merge each of the Merging Banks with and into the Receiving Association, with the Receiving Association as the surviving institution (collectively, the "Mergers"), under the charter and title of the Receiving Association and subject to the terms and conditions contained herein.

D. The charter number of the Receiving Association, as the surviving institution, is OCC Charter No. 4514. The charter numbers of the Merging Banks are as follows:

1. U. S. Bank of California: FDIC Certificate No. 1304-8.
2. U. S. Bank of Idaho: FDIC Certificate No. 2848.
3. U. S. Bank of Nevada: FDIC Certificate No. 25303-1.

4. U. S. Bank of Utah: FDIC Certificate No. 2268-3.
5. U. S. Bank of Washington, National Association: OCC Charter

No. 14394.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises contained in this agreement and plan of merger ("Agreement"), the parties agree as follows:

ARTICLE I. MERGERS CAPITAL STOCK

1.1 Effect of Mergers. On the Effective Date (as defined in Article III, Section 3.1) of each Merger, the Merging Bank that is a party to the Merger shall be merged with and into the Receiving Association, the separate existence of the Merging Bank shall cease, and the Receiving Association and the Merging Bank shall thereafter be a single institution that shall be the Receiving Association as the surviving institution under the title "United States National Bank of Oregon" with OCC Charter No. 4514. Upon and following consummation of each Merger: (i) the Receiving Association shall possess all of the rights, privileges, and powers, and all property, real, personal, and mixed, of the Receiving Association and the Merging Bank that is a party to the Merger; (ii) the Receiving Association shall be liable for all liabilities of the Receiving Association and such Merging Bank; (iii) all rights of creditors and all liens upon any property of the Receiving Association or such Merging Bank shall be preserved unimpaired; (iv) the title to any real estate or any interest therein vested in the Receiving Association or such Merging Bank shall not revert or be in any way impaired by reason of the Merger; (v) the business of the Receiving Association, as the surviving institution, shall continue to be that of a national banking association, whose principal office is 111 S.W. Fifth Avenue, Portland, Oregon 97204; and (vi) the principal office and each of the branch offices of such Merging Bank shall become branch offices of the Receiving Association.

1.2 Capital Stock. As of January 1, 1997, the capital structure of the Receiving Association was \$36.5 million in capital stock, divided into 3,654,721 shares (par value of \$10 per share), capital surplus of \$1,107.4 million, undivided profits of \$1,439.5 million, and FAS 115 securities (securities marked to market) of \$1.6 million.

ARTICLE II. NO CONSIDERATION CERTAIN OTHER EFFECTS OF THE MERGERS

2.1 No Consideration. No stock, cash, nor other consideration shall be paid to the stockholder of the Resulting Bank or a Merging Bank in connection with any Merger.

2.2 Cancellation of Shares of the Merging Banks. On the Effective Date of a Merger, the stock of the Merging Bank that is a party to the Merger shall be canceled and the shares of the Receiving Association shall represent all the shares of the surviving institution.

2.3 Articles of Incorporation and Bylaws. There shall be no changes to the Receiving Association's articles of incorporation or bylaws as a result of a Merger.

2.4 Directors. There will be no change to the Receiving Association's directors as a result of a Merger.

ARTICLE III. EFFECTIVE DATES

3.1 Effective Date. The date and time mutually agreed upon by the Receiving Association and a Merging Bank to consummate a Merger shall be the "Effective Date" of such Merger. The Mergers may be consummated on different dates.

3.2 Actions to be Taken On or Before the Effective Date. On or before the Effective Date of a Merger, the parties shall cause articles of merger to be filed and shall cause to be taken all other actions necessary in order to consummate such Merger on the Effective Date.

ARTICLE IV. CONDITIONS PRECEDENT

4.1 Conditions and Obligations of All Parties. The obligations of the parties to consummate each of the Mergers contemplated by this Agreement shall be subject to the satisfaction or waiver of each of the following conditions on or before the relevant Effective Date:

(a) The Mergers shall have been duly and validly authorized, approved, and adopted by the requisite percentages of the boards of directors of the Receiving Association and each of the Merging Banks and shall have been ratified and confirmed by the sole holder of all the outstanding shares of the Receiving Association's stock and of the Merging Banks' stock.

(b) Orders, consents, notices, and approvals, in form and substance satisfactory to the parties, shall have been filed with and entered by the Comptroller of the Currency and such other regulatory authorities having jurisdiction over the parties to such Merger and the transactions contemplated hereby, granting all authority necessary for consummation of the transactions contemplated by this Agreement; and all waiting periods and other requirements prescribed by law or by the rules and regulations of any regulatory authority having jurisdiction over such transactions shall have been satisfied.

ARTICLE V.
TERMINATION

5.1 Termination. This Agreement may be terminated by any party hereto by the unilateral action of their board of directors prior to approval of the stockholder of such party or by written mutual consent of the parties after approval of the stockholder of the parties.

ARTICLE VI.
MISCELLANEOUS

6.1 Costs and Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.2 Mutual Cooperation. Subject to the terms and conditions herein provided, each party shall cooperate with the other in carrying out the provisions of this Agreement and in making all filings and obtaining all necessary governmental approvals, and shall execute and deliver, or cause to be executed and delivered, such governmental notifications and additional documents and instruments and do or cause to be done all additional things necessary, proper, or advisable under applicable law to consummate and make effective the transactions contemplated hereby.

6.3 Entire Agreement. With respect to the subject matter hereof, this Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any prior agreement or understanding.

6.4 Modification and Waiver. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition thereof be deemed a waiver of such term or condition in the future, unless such change or modification or waiver shall be in writing signed by the parties. At any time prior to the Effective Date of a Merger, this Agreement may be amended in matters of form or supplemented by additional agreements as may be determined in the judgment of the authorized officers of the parties to such Merger to be necessary or desirable to carry out the intentions of the parties to this Agreement or to effect or facilitate the official approval of this Agreement and the consummation of the transactions contemplated hereby.

6.5 Severability. If any provision of this Agreement or the application of any such provision shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

6.6 Survival. This Agreement is intended to be for the benefit of, and may be enforced solely by the parties hereto and their respective successors and permitted assigns.

6.7 Captions. The article and section headings in this Agreement are for convenience and reference only and shall not affect the meaning or construction of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and acknowledged by their duly authorized representatives as of the date first set forth above.

UNITED STATES NATIONAL BANK OF OREGON

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

U. S. BANK OF CALIFORNIA

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

U. S. BANK OF IDAHO

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

U. S. BANK OF NEVADA

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

U. S. BANK OF UTAH

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

**U. S. BANK OF WASHINGTON,
NATIONAL ASSOCIATION**

By: /s/DWIGHT V. BOARD
Dwight V. Board
Secretary

Attest: /s/SHERYL W. DAWSON
Sheryl W. Dawson
Assistant Secretary

PHILIP E. BATT
GOVERNOR



GAVIN M. GEE
DIRECTOR

STATE OF IDAHO
DEPARTMENT OF FINANCE
700 W. STATE STREET, 2ND FLOOR
P.O. BOX 83720
BOISE ID 83720-0031

June 11, 1997

Secretary of State
Statehouse Mail

To Whom it May Concern:

This is to advise you that the merger of U.S. Bank of Idaho into United States National Bank of Oregon was approved by our office on May 14, 1997.

If you need further information, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Gavin M. Gee", with a long horizontal flourish extending to the right.

GAVIN M. GEE
Director of Finance

GMG/ngp

Banks and S&L's (208) 332-8005
Credit Unions (208) 332-8003
Finance/Mortgage Co's (208) 332-8002
Collection Agencies (208) 332-8002

PHONE: (208) 332-8000
FAX: (208) 332-8098
SECURITIES FAX: (208) 332-8099
EQUAL OPPORTUNITY EMPLOYER

Securities (208) 332-8004
Money Transmitters (208) 332-8003
Legal (208) 332-8000
Supporting Services (208) 332-8001