

AGREEMENT OF MERGER

1  
2 Agreement of Merger, effective as of the 31st day of Dec-  
3 ember, 1970, by and between EDMARK MOTORS, INC., an Idaho corporation  
4 with its principal place of business at Caldwell, Idaho, and its  
5 Directors, parties of the first part, and THOMAS L. EDMARK, INC., an  
6 Idaho corporation with its principal place of business at Caldwell,  
7 Idaho, and its Directors, parties of the second part;

8 WHEREAS, Edmark Motors, Inc. is a corporation organized  
9 and existing under the laws of the State of Idaho, and Thomas L.  
10 Edmark, Inc. is a corporation organized and existing under the laws  
11 of the State of Idaho; and

12 WHEREAS, the Board of Directors of each of said corpora-  
13 tions (hereinafter collectively referred to as the constituent  
14 corporations) at meeting duly called and held have by resolutions  
15 declared it advisable for the general welfare and advantage of the  
16 constituent corporations and their respective stockholders that the  
17 constituent corporations merge pursuant to the laws of the State of  
18 Idaho so as to form a single corporation, to-wit, Edmark Motors,  
19 Inc., one of the parties of the first part hereto, which shall be  
20 the surviving corporation, and the constituent corporations, res-  
21 pectively, desire that they so merge pursuant with the provisions  
22 of this agreement of merger;

23 NOW, THEREFORE, In consideration of the premises and the  
24 mutual agreements, provisions, covenants and grants herein contained,  
25 the parties hereto agree in accordance with the applicable provisions  
26 of the laws of the State of Idaho, that Edmark Motors, Inc. and  
27 Thomas L. Edmark, Inc. shall be, and they hereby are merged into a  
28 single corporation, to-wit, Edmark Motors, Inc., an Idaho corpora-  
29 tion, one of the parties of the first part hereto, as the surviving  
30 corporation, and that Thomas L. Edmark, Inc. shall merge, and it  
31 does hereby merge into Edmark Motors, Inc., and that Edmark Motors,  
32 Inc. shall merge, and it does hereby merge into itself; and that

1 the terms and conditions of the merger hereby provided for and the  
2 mode of carrying it into effect are, and shall be, as hereinafter  
3 set forth.

4  
5 ARTICLE I

6 The name of the corporation to survive the merger is  
7 Edmark Motors, Inc.

8  
9 ARTICLE II

10 The identity, existence, purposes, powers, objects,  
11 franchises, rights and immunities of Edmark Motors, Inc. shall con-  
12 tinue unaffected and unimpaired by the merger hereby provided for  
13 (hereinafter sometimes called the "merger"), and the corporate  
14 franchises, entity, existence and rights of Thomas L. Edmark, Inc.  
15 shall be continued in and merged into Edmark Motors, Inc., and  
16 Edmark Motors, Inc. shall be fully vested therewith. The separate  
17 existence and corporate organization of Thomas L. Edmark, Inc.,  
18 except insofar as it may be continued by statute, shall cease as  
19 soon as this agreement of merger shall have been authorized, adopted,  
20 and approved at meetings of the stockholders of Edmark Motors, Inc.  
21 and Thomas L. Edmark, Inc. by the votes of the holders representing  
22 two-thirds of the voting power of all shareholders of each corpora-  
23 tion entitled to vote thereon in each of said corporations, and the  
24 fact that each shall have so voted shall be certified on this agree-  
25 ment by the secretary of each corporation, and this agreement shall  
26 be signed by the president and secretary of each of said corporations  
27 and acknowledged by the president of each corporation. Thereafter,  
28 this agreement when adopted, certified and acknowledged, shall be  
29 delivered to the Secretary of State of the State of Idaho with the  
30 request that he file and record the same in his office and that  
31 thereafter a copy of this agreement, certified by the Secretary of  
32 State of the State of Idaho, shall be filed and recorded in the

1 offices of the County Recorder in the counties of the State of  
2 Idaho in which any of the constituent corporations to this agree-  
3 ment have their registered offices, and in any of the counties in  
4 which any of the corporate parties have land, title of which will  
5 be transferred as a result of the merger, and thereupon Edmark  
6 Motors, Inc. and Thomas L. Edmark, Inc. shall become a single  
7 corporation, to-wit, Edmark Motors, Inc., one of the parties of  
8 the first part hereto.

9  
10 ARTICLE III

11 In addition to the powers conferred upon it by statute,  
12 the powers of the surviving corporation, until they shall be amended  
13 or changed as provided by law, shall be those set forth in the  
14 Articles of Incorporation of Edmark Motors, Inc. filed with the  
15 Secretary of State of the State of Idaho on the 2nd day of August,  
16 1960.

17  
18 ARTICLE IV

19 The By-Laws of Edmark Motors, Inc. in effect immediately  
20 prior to date shall be the By-Laws of the surviving corporation  
21 until the same shall be altered, amended, or repealed.

22  
23 ARTICLE V

24 The members of the Board of Directors and the officers  
25 of Edmark Motors, Inc. immediately prior to date of merger shall be  
26 the members of the Board of Directors and officers, respectively,  
27 of the surviving corporation, and they shall continue to hold office  
28 until their respective successors shall have been elected and shall  
29 qualify pursuant to the By-Laws of the surviving corporation or as  
30 otherwise provided in said By-Laws.

31 The names and addresses of the present directors of  
32 Edmark Motors, Inc., who shall act as the directors of the surviving

1 corporation until their successors are duly chosen and qualified,  
2 are as follows:

3 Thomas L. Edmark 10th & Blaine Sts., Caldwell, Idaho  
4 Helen Edmark 10th & Blaine Sts., Caldwell, Idaho  
5 David A. Edmark 10th & Blaine Sts., Caldwell, Idaho

6 ARTICLE VI

7 The total amount of the authorized and issued capital  
8 stock of each of the constituent corporations is as follows:

9 Edmark Motors, Inc. has an authorized capital  
10 stock of \$100,000.00 consisting of 1,000 shares  
11 of common stock, par value \$100.00 per share of  
12 which 384 shares have been duly issued, and, at  
13 the date hereof, are outstanding.

14 Thomas L. Edmark, Inc. has an authorized capital  
15 stock of \$100,000.00 consisting of 1,000 shares  
16 of common stock, par value \$100.00 per share of  
17 which 256 shares have been duly issued, and, at  
18 the date hereof, are outstanding.

19 The total amount of the common capital stock of the sur-  
20 viving corporation, Edmark Motors, Inc., to be issued for the common  
21 capital stock of each of the constituent corporations shall be only  
22 the 384 shares of common stock of the surviving corporation, Edmark  
23 Motors, Inc., as presently issued and outstanding. This stock shall  
24 remain outstanding and the stock of Thomas L. Edmark, Inc., the  
25 merging corporation, shall be surrendered to the secretary of said  
26 merging corporation and no new stock shall be issued therefor as  
27 the holders and owners of the capital stock in Edmark Motors, Inc.  
28 are the same as the holders and owners in the merging corporation,  
29 Thomas L. Edmark, Inc., and the stock said persons hold in each of  
30 said corporations is in the same proportion in each corporation,  
31 and the issuance of additional stock in the surviving corporation  
32 for that held in the merging corporation would serve no purpose.

ARTICLE VII

On the effective date of merger, all of the property,  
real, personal or mixed, of each of the constituent corporations,

1 and all of the debts on whatever account to any of them, and all  
2 and singular the rights, privileges, powers and franchises, as  
3 well of a public as of a private nature, and all and every other  
4 interest, of each of the constituent corporations, shall be taken  
5 and deemed to be transferred to and vested in, or shall continue  
6 to be vested in, the surviving corporation without further act or  
7 deed, and shall be thereafter as effectually the property of the  
8 surviving corporation as they were of the respective constituent  
9 corporations; and title to any real estate, whether vested by deed  
10 or otherwise in any of the constituent corporations, shall not re-  
11 vert or be in any way impaired by reason of the merger; and the  
12 surviving corporation shall thenceforth be responsible for all the  
13 debts, liabilities, obligations, and duties of each of the consti-  
14 uent corporations, and all said debts, liabilities, obligations,  
15 and duties shall thenceforth attach to the surviving corporation  
16 and may be enforced against it to the same extent as if said debts,  
17 liabilities, obligations, and duties had been incurred or contracted  
18 by the surviving corporation; but the liabilities of the constituent  
19 corporations or of their shareholders, directors, or officers, shall  
20 not be affected, nor shall the rights of the creditors thereof or  
21 of any persons dealing with the constituent corporations, be impaired  
22 by the merger; and all rights of creditors and all liens upon any  
23 property of any of the constituent corporations shall be preserved  
24 unimpaired, and any claim existing, or action or proceeding pending  
25 by or against any of the constituent corporations, may be prosecuted  
26 to judgment as if the merger had not taken place, or the surviving  
27 corporation may be proceeded against or substituted in its place.

28  
29 ARTICLE VIII

30 Upon the effective date of merger, the assets and lia-  
31 bilities of the constituent corporations shall be taken up or con-  
32 tinued on the books of the surviving corporation at the amounts at

1 which they respectively shall be carried at that time on the books  
2 of the respective constituent corporations; and any amount by which  
3 the value of the assets so taken up or continued on the books of  
4 the surviving corporation shall exceed the sum of the amount of  
5 capital of the surviving corporation upon the effective date of  
6 merger, and all liabilities of the surviving corporation upon the  
7 effective date of merger, shall be surplus. Against such surplus  
8 there may be charged any losses at any time incurred by the sur-  
9 viving corporation, and also any dividends or other distributions  
10 made to the holders of its common stock.

11  
12 ARTICLE IX

13 All expenses incident to the merger shall be paid by the  
14 surviving corporation.

15  
16 ARTICLE X

17 From time to time, as and when requested by the surviving  
18 corporation, or by its successors or assigns, each of the constituent  
19 corporations shall execute and deliver, all such deeds and other  
20 instruments, and shall take or cause to be taken all such further  
21 and other action, as the surviving corporation may deem necessary  
22 or desirable, in order to more fully vest in and confirm to the  
23 surviving corporation title to and possession of all the property,  
24 rights, privileges, powers and franchises referred to in Article  
25 VII hereof and otherwise to carry out the intent and purposes of  
26 this agreement of merger.

27 IN WITNESS WHEREOF, The directors of each of the con-  
28 stituent corporations have entered into this agreement of merger,  
29 have duly subscribed their respective names to this agreement of  
30 merger, and have caused the corporate seal of each of the con-  
31 stituent corporations to be hereunto affixed and attested, all  
32

1 as of the day and year first above written.

2  
3 Thomas L. Edmark

4 Helen Edmark

5  
6 David A. Edmark  
7 Directors of Edmark Motors, Inc.

8 ATTEST:

9 Helen Edmark

10  
11  
12 Thomas L. Edmark

13 Helen Edmark

14  
15 David A. Edmark  
16 Directors of Thomas L. Edmark, Inc.

17 ATTEST:

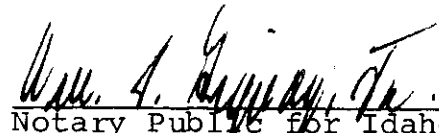
18 Helen Edmark

GIGRAY, DOWNEN & MORGAN  
ATTORNEYS AT LAW  
CALDWELL, IDAHO

1 STATE OF IDAHO )  
2 ) ss.  
3 County of Canyon )

4 On this 23rd day of December, 1970, before me, the under-  
5 signed, a Notary Public in and for said State, personally appeared  
6 THOMAS L. EDMARK, HELEN EDMARK and DAVID A. EDMARK, known to me to  
7 be the directors of Edmark Motors, Inc. and Thomas L. Edmark, Inc.,  
8 known to me to be the persons whose names are subscribed to the  
9 within instrument and acknowledged to me that they executed the  
10 same.

11 IN WITNESS WHEREOF, I have hereunto set my hand and af-  
12 fixed my official seal the day and year in this certificate first  
13 above written.

14   
15 Notary Public for Idaho  
16 Residing at Caldwell, Idaho

17  
18  
19 CERTIFICATION

20 I, HELEN EDMARK, hereby certify that I am Secretary of  
21 each of the following corporations, namely, Edmark Motors, Inc. and  
22 Thomas L. Edmark, Inc., all of which corporations are organized and  
23 existing under the laws of the State of Idaho, and I do further  
24 certify for each corporation as follows:

25 The foregoing agreement for merger of Edmark Motors, Inc.  
26 and Thomas L. Edmark, Inc. was signed under the corporate seals of  
27 each of said corporations and delivered by the said corporations  
28 and by their respective directors after the directors of the said  
29 corporations and their respective boards of directors, by their  
30 respective resolutions unanimously adopted by the unanimous vote  
31 of all members of each board, had approved for each corporation the  
32 agreement of merger and the terms of agreement therein set forth at



1 meetings of each board duly held for the purpose of considering  
2 them.

3 The agreement of merger was duly submitted to the stock-  
4 holders of each corporation at meetings separately called by their  
5 respective boards of directors at different times on December 23,  
6 1970, for the purpose of taking the same into consideration and at  
7 which meetings the stockholders of each corporation had waived in  
8 writing the call and notice of their respective meetings.

9 At the meetings so held the agreement of merger was con-  
10 sidered with the owners of all the stock issued and outstanding  
11 being present in person with all stockholders voting their respec-  
12 tive shares in each corporation for adoption of the agreement of  
13 merger.

14 IN WITNESS WHEREOF, As secretary of each of said corpora-  
15 tions, I have executed this certification upon behalf of each,  
16 signing separately as secretary of each, and affixing separately  
17 the corporate seal of each.

18  
19 EDMARK MOTORS, INC.

20 *Thomas L. Edmark*

21  
22  
23 THOMAS L. EDMARK, INC.

24 *Thomas L. Edmark*

25  
26  
27 The foregoing agreement of merger having been duly adopted  
28 by each of the corporations parties thereto and having been duly  
29 certified by the secretary at a special meeting of the stockholders  
30 of each of the corporate parties hereto all in accordance with law,  
31 the agreement of merger is hereby signed in the name and on behalf  
32 of each of the corporations by their respective presidents and by

1 their respective secretaries, under the respective corporate seals  
2 of the corporations this 23rd day of December, 1970.

4 EDMARK MOTORS, INC.

5 Thomas L. Edmark  
6 Its President

7 ATTEST:

8 Helen Edmark  
9 Its Secretary

10 THOMAS L. EDMARK, INC.

11 Thomas L. Edmark  
12 Its President

13 ATTEST:

14 Helen Edmark  
15 Its Secretary

16  
17 STATE OF IDAHO )  
18 ) ss.  
19 County of Canyon )

20 On this 23rd day of December, 1970, before me, the  
21 undersigned, a Notary Public in and for said State, personally  
22 appeared THOMAS L. EDMARK and HELEN EDMARK, known to me to be the  
23 President and Secretary, respectively, of each of the following  
24 named corporations, Edmark Motors, Inc. and Thomas L. Edmark, Inc.  
25 that executed the within instrument and acknowledged to me that  
26 such corporations executed the same.

27 IN WITNESS WHEREOF, I have hereunto set my hand and af-  
28 fixed my official seal the day and year in this certificate first  
29 above written.

30 Wm. J. Givens, Jr.  
31 Notary Public for Idaho  
32 Residing at Caldwell, Idaho

GIGRAY, DOWNEN & MORGAN  
ATTORNEYS AT LAW  
CALDWELL, IDAHO