

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 MITCHELL INSURANCE AGENCY, INC., an Idaho corporation into THREE RIVERS AGENCY, INC., an Idaho corporation, duly signed and verified 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 _____, 19 ____.



Pete T. Cenarrusa

SECRETARY OF STATE

John J. Clark
Corporation Clerk

ARTICLES OF MERGER

WHEREAS, on the 2nd day of January, 1992, an agreement of merger was approved by shareholders of THREE RIVERS AGENCY, INC., on the 2nd day of January, 1992, an agreement of merger was approved by shareholders of MITCHELL INSURANCE AGENCY, INC.; and

WHEREAS, the directors of the corporation were instructed by the shareholders to execute the articles of merger to consummate the agreement between the two corporations; and

THEREFORE BE IT RESOLVED;

1. That MITCHELL INSURANCE AGENCY, INC., is hereby merged into and made a part of THREE RIVERS AGENCY, INC., an Idaho corporation.

2. As consideration for this merger there shall be no cash transferred. The only consideration given for the merger shall be exchange of MITCHELL INSURANCE AGENCY, INC., stock for 250 shares of THREE RIVERS AGENCY, INC., as set forth in the Agreement of Merger.

3. These articles of merger shall be filed with the Secretary of State for the state of Idaho as proof for the Secretary of State that the corporate existence of MITCHELL INSURANCE AGENCY, INC., has been merged with THREE RIVERS AGENCY, INC.

4. The plan of merger was approved by unanimous vote of the shareholders of both corporations.

5. a. 1,000 shares of common stock of THREE RIVERS AGENCY, INC., were entitled to vote on the plan of merger and all 1,000 shares voted in favor of the merger.
- b. 10,000 shares of common stock of MITCHELL INSURANCE AGENCY, INC., were entitled to vote on the plan of merger and all 10,000 shares voted in favor of the merger.

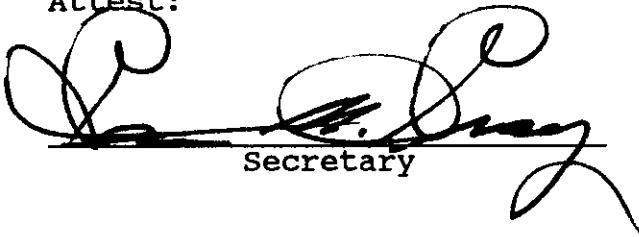
6. BERT L. OSBORN of 26 South Ninth Street, Payette, Idaho. is appointed as agent for service of process. The plan of merger approves the payment of all outstanding obligations of the constituent corporations by the surviving corporation.

DATED This 2nd day of January, 1992.


THREE RIVERS AGENCY, INC.

By 
President

Attest:


Secretary

MITCHELL INSURANCE AGENCY,
INC.

By 
President

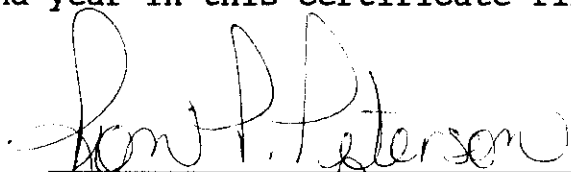
Attest:


Secretary

STATE OF IDAHO)
 : ss.
County of Payette)

On this 2nd day of January, 1992, before me, the undersigned, a Notary Public, in and for said State, personally appeared HUGH C. DIENER, GENE M. GRAY, GERALD W. MITCHELL, and DARCY L. MITCHELL, who by me first duly sworn, declared that they are the Presidents and Secretaries of the above named corporations, that they signed the foregoing document on behalf of the corporations, and that the statements therein contained are true.

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



Notary Public of Idaho
Residing at: Payette
My Comm. Exp. 2/1/93

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of January 2, 1992, between MITCHELL INSURANCE AGENCY, INC., an Idaho corporation, hereinafter sometimes called MITCHELL, with its principal office in the State of Idaho at 229 South Main Street, Payette, Idaho; and THREE RIVERS AGENCY, INC. an Idaho corporation, hereinafter sometimes called THREE RIVERS, with its principal office in the State of Idaho, at 26 S. Main, Payette, Idaho, both corporations being hereinafter sometimes collectively called the Constituent Corporations.

Whereas MITCHELL INSURANCE AGENCY, INC., is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on August 23, 1990, and having an authorized capital stock consisting of 10,000 shares, all of which are of one class with a par value of \$10.00 a share, of which shares, 10,000 shares are issued and outstanding in the hands of the stockholders; and

Whereas THREE RIVERS AGENCY, INC. is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on May 25, 1989, and having an authorized capital stock consisting of 1,000 shares, all of which are of one class with a par value of \$100.00 a share, of which shares, all shares are issued and outstanding in the hands of the shareholders; and

Whereas the Boards of Directors of the Constituent Corpora-

tions deem it advisable that these corporations merge and they have duly approved and authorized the form of this Agreement of Merger; and

Whereas the laws of the States of Idaho permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

Now, therefore, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that MITCHELL be and they hereby are merged into THREE RIVERS, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. NAME OF SURVIVING CORPORATION. The name of the corporation, which is sometimes hereinafter referred to as the Surviving Corporation, shall, from and after the effective date of the merger, be THREE RIVERS AGENCY, INC.

2. OFFICE OF SURVIVING CORPORATION. The principal office of the Surviving Corporation in THREE RIVERS AGENCY, INC. shall be located in the City of Payette, County of Payette, State of Idaho. The name of its resident agent in charge thereof is BERT L. OSBORN, whose address is 26 South Ninth, in the City of Payette, County of Payette, State of Idaho.

3. PURPOSES OF SURVIVING CORPORATION. The nature of the

business of the Surviving corporation and the objects and purposes to be transacted, promoted, or carried on by it are as follows:

(a) To sell insurance contracts for life, disability, property, casualty, commercial, farm, crop, retirement or any other lawful purpose. To enter into risk management, agreements or risk sharing agreements whenever necessary or convenient; to under write insurance; settle claims: to do all lawful acts engaged in by the constituent corporations prior to the merger.

(b) To subscribe for, purchase, or otherwise acquire, own, hold, invest in, sell, assign, transfer, exchange, pledge, mortgage, grant security interests in, or otherwise deal and trade in or with shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, or securities of any company, corporation, or association, domestic or foreign.

(c) To receive, collect, hold, and dispose of interest, dividends, and income, of and from any of the shares of stock, bonds, coupons, promissory notes, pledges, obligations, contracts, leases, evidences of debt, securities, or other property held or owned by it.

(d) To apply for, obtain, register, purchase, lease, or by any other means acquire, hold, own, use, develop, introduce, grant licenses in respect of, or otherwise turn to account, sell, assign, lease, mortgage, or otherwise dispose of Letters Patent

of the United States or of any foreign country, patents, patent rights, licenses, privileges, inventions, improvements, formulas, secret processes, copyrights, trademarks, and trade names, and pending applications therefore and renewals thereof and any interest therein which may relate to or be useful in connection with any business of the Corporation, and to expend money in experimenting upon, testing, developing, and improving or seeking to improve the same.

(e) To undertake and carry on any lawful business any where and generally to institute, enter into, carry on, assist, promote, and participate in commercial, mercantile, industrial, financial, and other businesses, works, contracts, syndicates, underwritings, and other financial operations, and to act as brokers and financial agents of any individual, firm, corporation, or association; and to aid in any manner any corporation, association, or enterprise whose bonds or other obligations are held by this Corporation or in which this Corporation is in any way interested; and to merge or consolidate with any corporation in such manner as may be permitted by law.

(f) To issue bonds, debentures, or obligations of this Corporation, and borrow money on the note or notes of this Corporation for any of the objects or purposes of the Corporation and to secure the same by pledge, mortgage, deed, security interest, or trust or otherwise of any property, real or personal, of every kind and nature at any time owned by the Corporation.

(g) To purchase, hold, sell, and transfer the shares of its own capital stock.

(h) To do all and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or incidental to the powers herein named, or which shall at any time appear conducive or expedient for the benefit or protection of the Corporation, to the same extent and as fully as natural persons might or could do, with all the powers now or hereafter conferred by the laws of the State of Idaho upon corporations incorporated under the laws thereof.

(i) To qualify to do business in any or all other states in the United States.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation.

4. CAPITALIZATION OF SURVIVING CORPORATION. The total number of shares of stock which the Surviving Corporation shall be authorized to issue is 1,250 shares of the Par value of \$100.00. All such shares are designated common stock and are of one and the same class and have full voting powers and equal rights of participation in dividends and assets of the Surviving Corporation and shall be nonassessable. Holders of stock of the Surviving Corporation shall have no pre-emptive right to sub-

scribe for any additional shares of the common stock or the securities of the Surviving Corporation convertible into common stock or any other securities of the Surviving Corporation. Voting rights on shares may be waived or assigned. Upon the completion of this merger, the stock in THREE RIVERS AGENCY, INC. shall be subscribed as follows:

(a) 250 shares HUGH C. DIENER and BARBARA J. DIENER, husband and wife.

(b) 250 shares GENE M. GRAY and MARCIA E. GRAY, husband and wife.

(c) 250 shares MICHAEL C. MILLER and MARLA M. MILLER, husband and wife.

(d) 250 shares GERALD W. MITCHELL and DARCY L. MITCHELL, husband and wife.

(e) 225 Shares held in Escrow.

(f) 5 Shares Ron P. Peterson.

(g) 20 Shares in Treasury Stock.

5. BYLAWS OF SURVIVING CORPORATION. The Bylaws of THREE RIVERS, as they exist upon the effective date of the merger, shall be and remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

6. DIRECTORS AND OFFICERS. (a) Persons who are directors of THREE RIVERS on the effective date of the merger and one director from each merging corporation shall be directors of the

Surviving Corporation; such directors shall hold office until the first annual meeting of the shareholders of the Surviving Corporation after the effective date of the merger and until their respective successors are elected or appointed in the manner provided by the Bylaws thereof. If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Corporation for any reason whatsoever, such vacancy may be filled by the Board of Directors of the Surviving Corporation as provided in the Bylaws of the Surviving corporation.

(b) The first annual meeting of the shareholders of the Surviving corporation after the effective date of the merger shall be the annual meeting provided for by the Bylaws thereof for the year 1991.

(c) The officers and directors of the Surviving Corporation who will serve as officers of the Surviving Corporation are as follows:

Officers: HUGH C. DIENER, President and Chairman of
the Board of Directors
GENE M. GRAY, Treasurer
MICHAEL C. MILLER, Vice-President
GERALD W. MITCHELL, Vice-President

Directors: MICHAEL C. MILLER
GENE M. GRAY
HUGH C. DIENER
GERALD W. MITCHELL

(d) The first regular meeting of the Board of Directors of the Surviving Corporation after the effective date of the merger shall be held as soon as practicable thereafter.

7. EFFECTIVE DATE OF MERGER. (a) For all purposes of the

laws of the State of Idaho, this Agreement of Merger and the merger herein provided for shall become effective and the separate existence of MITCHELL INSURANCE AGENCY, INC., an Idaho corporation, except insofar as it may be continued by statute, shall cease as soon as this Agreement of Merger shall have been adopted, approved, signed, and acknowledged in accordance with the laws of the State of Idaho and certificates of its adoption and approval shall have been executed in accordance with such laws; and this Agreement of Merger and such certificates shall have been filed in the Office of the Secretary of State of the State of Idaho.

(b) The corporate identity , existence, purposes, powers, objects, franchises, rights, and immunities of THREE RIVERS shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identities, existences, purposes, powers, objects, franchises, rights, and immunities of MITCHELL shall be continued in and merged into THREE RIVERS and THREE RIVERS shall be fully vested therewith.

(c) The date upon which this Agreement is filed in the offices mentioned above and upon which the Constituent Corporations shall so become a single corporation is the effective date of the merger.

8. CONVERSION OF SHARES. The manner and basis of converting the shares of MITCHELL and THREE RIVERS into shares of the Surviving Corporation shall be as follows: Immediately upon the

effective date of the merger and upon tender to the Surviving Corporation of all outstanding shares of the Constituent Corporation, together with an indemnity agreement warranting that there are no other outstanding shares and no claims by any shareholder, and tendering an agreement by the shareholders to hold the Surviving Corporation harmless from any claims from any other shareholder of the Constituent Corporation, the shares of each Constituent Corporation shall become shares of the Surviving Corporation and subscribed as set forth in paragraphs 4 a-g above.

(a) Immediately upon the effective date of the merger, each of the shares of stock of the Constituent Corporations which are held as treasury shares by MITCHELL and THREE RIVERS shall cease to exist and shall be deemed canceled, retired, and eliminated, and no shares of common stock of the Surviving corporation shall be issued in respect thereof.

(b) After the effective date of the merger and on or after the date fixed for such purpose by the Board of Directors of the Surviving Corporation, each holder of an outstanding certificate or certificates theretofore representing stock of MITCHELL will surrender the same to the Surviving Corporation, and such holder shall thereupon be entitled to receive in exchange a certificate or certificates representing the number of shares of common stock of the Surviving corporation into which the shares of stock represented by the certificate or certificates so surrendered shall have been converted. If the holder of such an outstanding

certificate or certificates shall not have surrendered the same, no dividends payable to the holders of record of common stock of the Surviving Corporation as of any date subsequent to the effective date of the merger shall be paid to such holder with respect to the number of shares of common stock of the Surviving Corporation represented by such outstanding certificate or certificates; but, upon surrender of such outstanding certificate or certificates, there shall be paid to the record holder of the certificate or certificates for common stock of the Surviving corporation issued in exchange therefore the amount of dividends which theretofore have become payable with respect to the number of shares of common stock of the Surviving Corporation represented by the certificate or certificates issued in the exchange.

(c) There shall be no cash paid to or by any of the Merging Corporations.

9. EFFECT OF MERGER. Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public or private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other

things in action or belonging to the Constituent Corporations;
and

(c) All property, rights, privileges, powers, and franchises of the Constituent Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of Constituent Corporations shall be preserved unimpaired, but liens shall be limited to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

(d) This merger shall have no effect upon Mark E. McCarroll or Leona J. McCarroll with regard to a certain Redemption Agreement dated August 14, 1991, wherein Mark E. McCarroll and Leona J. McCarroll are the Sellers and Three Rivers Agency, Inc., is the Buyer.

10. DELIVERY OF DEEDS AND INSTRUMENTS. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations or the officers or former officers thereof, shall execute and deliver, or cause to be executed and delivered, all deeds and other in-

struments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in paragraph 9 hereof and otherwise to carry out the intent and purposes of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

11. EXPENSES OF MERGER. The Surviving Corporation shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger.

12. CAPITAL AND LIFE OF SURVIVING CORPORATION. The minimum amount of capital with which the Surviving corporation shall commence business is \$100,000.00. The Surviving Corporation is to have perpetual existence.

13. ABANDONMENT OF MERGER. This Agreement of Merger shall be submitted to the stockholders of the Constituent Corporations as provided by the applicable laws of the State of Idaho, at meetings which shall be held on or about November 15, 1991, or at such dates as the Boards of Directors of the Constituent Corporations shall mutually approve; and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of

the outstanding shares of capital stock of each of the Constituent Corporations, shall be deemed and taken to be the Agreement of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement of Merger may be terminated or abandoned before it becomes effective without further action or approval by the stockholders of any of the Constituent Corporations:

(a) By mutual consent of the Board of Directors of the Constituent Corporations; or

(b) By the Board of Directors of anyone of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of anyone of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

14. OFFICES AND PLACE OF MEETINGS Both the Stockholders and directors of the Surviving Corporation may hold their meetings and the Surviving corporation may have an office or offices in such place or places outside the State of Idaho as the Bylaws may provide and the Surviving Corporation may keep its books

outside the State of Idaho except as otherwise provided by law.

15. RIGHT TO AMEND CERTIFICATE OF INCORPORATION. This Agreement of Merger shall constitute the Certificate of Incorporation of the Surviving Corporation from and after the effective date of the merger. The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Idaho and all rights conferred on stockholders therein are subject to this reservation.

16. SERVICE OF PROCESS. In the event the merger herein proposed shall become effective, the Surviving Corporation agrees that it may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of MITCHELL and shall appoint BERT L. OSBORN, 26 South Ninth Street, Payette, Idaho 83661, as its agent to accept service of process in an action for the enforcement of payment of any such obligation.

17. EMPLOYEES. Presently existing Sales Personnel or Producers shall retain their presently existing commission structure of percentage of sales.

18. ASSIGNMENT OF VOTING RIGHTS. Until such time as there is unanimous agreement to the contrary, Ron P. Peterson does hereby waive his right to vote his five shares of stock and does hereby irrevocably assign the voting rights to those five shares to Diener, Gray, Miller and Mitchell equally with each named

person to have the right to vote 1.25 shares.

In witness whereof MITCHELL INSURANCE, INC. has caused this Agreement of Merger to be signed in its corporate name by its President and its corporate seal to be hereunto affixed and attested by its Secretary; and a majority of the directors of MITCHELL hereunto set their hands under its corporate seal, attested by its Secretary, and a majority of the directors of THREE RIVERS AGENCY, INC. have hereunto set their hands under its corporate seal, attested by its Assistant Secretary, all as of the day and year first above written.

MITCHELL INSURANCE, INC.

by *James Mitchell*
President

Corporate Seal
Attest:

Darcey L. Mitchell
Secretary

James Mitchell
Darcey L. Mitchell

A majority of the
Directors of
MITCHELL INSURANCE,
AGENCY, INC.

Corporate Seal
Attest:

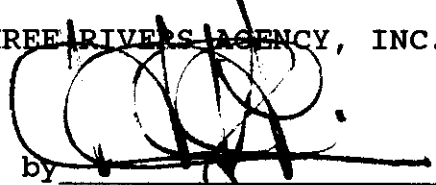
Darcey L. Mitchell
Secretary

BERT L. OSBORN, CHTD.

ATTORNEY AT LAW

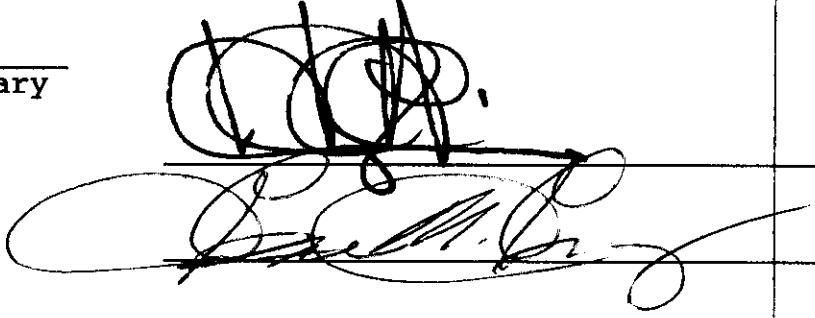
P.O. BOX 158 • 26 SO. 9TH ST. • PAYETTE, ID 83661
TELEPHONE (208) 642-4458

THREE RIVERS AGENCY, INC.

by 
President

Corporate Seal
Attest:


Secretary


A majority of the
Directors of
THREE RIVERS AGENCY,
INC.

Corporate Seal
Attest:


Secretary

AGREEMENT OF MERGER
sko ws5 0840 agree

Certificate of Secretary
of
MITCHELL INSURANCE, INC.

I, DARCY L. MITCHELL, of the City of Payette, County of Payette, State of Idaho, hereby certify that I am Secretary of MITCHELL INSURANCE AGENCY, INC., a corporation incorporated under the laws of the State Idaho, having its principal office at 229 Main, Payette, Idaho; that a meeting of the shareholders of the capital stock of that corporation separately called for the purpose of considering the foregoing Agreement of Merger, held at the principal office thereof on the 31st day of December, 1991, at which meeting a majority of the voting power of the corporation was present in person or represent by proxy, the foregoing Agreement of Merger was adopted by the vote of shareholders representing at least a majority of the voting power of the corporation.

I further certify that such meeting was duly and legally called and notified in accordance with the provisions of the laws of the State of Oregon and that the action proposed to be taken at such meeting was specified in the Notice of the meeting.

Dated: 2nd day of January, 1992.

Corporate Seal

Darcy L. Mitchell
DARCY L. MITCHELL, Secretary


Certificate of Secretary
of
THREE RIVERS AGENCY, INC.

I, GENE M. GRAY, Secretary of THREE RIVERS AGENCY, INC., a corporation, hereby certify that the Agreement of Merger on which this certificate is made, after first being signed by a majority of the directors of THREE RIVERS AGENCY, INC., by the President of MITCHELL INSURANCE, INC., under the respective corporate seals of such corporations, was duly submitted to the shareholders of THREE RIVERS AGENCY, INC., at a special meeting thereof duly called separately for the purpose of considering such Agreement of Merger, in accordance with the laws of the State of Idaho applicable thereto; and that at such meeting such Agreement of Merger was considered and a vote by ballot, in person or by proxy, taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote; and that the votes of shareholders of THREE RIVERS AGENCY, INC., representing more than two-thirds of the total number of shares of its issued and outstanding capital stock were for the adoption of such Agreement of Merger.

Witness my hand and the seal of THREE RIVERS AGENCY, INC.

this 2nd day of January, 1992.

Corporate Seal

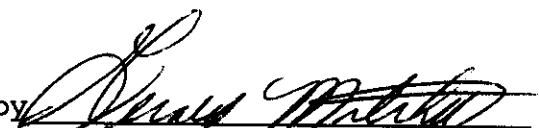


GENE M. GRAY, Secretary

MITCHELL INSURANCE AGENCY, INC., has caused the foregoing Agreement of Merger, adopted and certified as above, to be signed by its President and Secretary under its corporate seal this 2nd day of January, 1992.

Corporate Seal

MITCHELL INSURANCE AGENCY
INC.

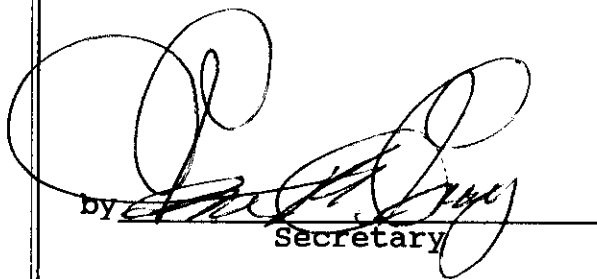
by 

President

ATTEST:

by Barry Mitchell
Secretary

Corporate Seal
Attest:


by [Signature]
Secretary

THREE RIVERS AGENCY, INC.

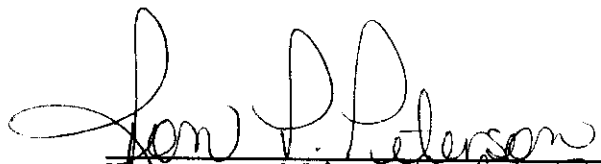
by [Signature]
President

BERT L. OSBORN, CHTD.
ATTORNEY AT LAW
P.O. BOX 158 • 26 SO. 9TH ST. • PAYETTE, ID 83661
TELEPHONE (208) 642-4458

STATE OF IDAHO)
 : ss
County of Payette)

On this 2nd day of January, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared GERALD W. MITCHELL and DARCY L. MITCHELL, known to me to be the President and Secretary of, MITCHELL INSURANCE AGENCY, INC., the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the said Agreement of Merger on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

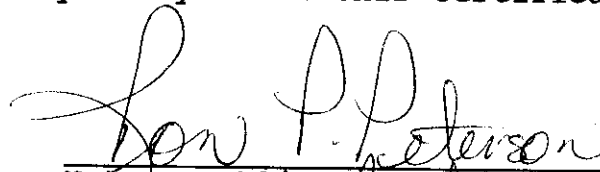
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.


Notary Public of Idaho
Residing at: Payette
My Comm. Expires: 2-1-93

STATE OF Idaho)
 : ss
County of Payette)

On this 2nd day of January, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared HUGH C. DIENER, known to me to be the President of THREE RIVERS AGENCY, INC. the Corporation that executed the foregoing Agreement of Merger or the said persons who executed the said Agreement of Merger on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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


Notary Public of Idaho
Residing at: Payette
My Comm. Expires: 2-1-93

AGREEMENT OF MERGER
sko ws5 0840 agree