

STATUTORY MERGER AGREEMENT

BOISE MOBILE HOMES, INC.

INTO

EMBASSY, INC.

PLAN AND AGREEMENT OF MERGER (hereafter called "this agreement"), dated as January 1, 1978, by and between Boise Mobile Homes, Inc. an Idaho Corporation (hereafter called "BMH"), and Embassy, Inc., an Idaho corporation (hereafter called "EMB", said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations"),

Witnesseth:

Whereas, BMH, Inc. is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on May 1, 1971, under the name Boise Mobile Homes, Inc.; and Embassy, Inc.

is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on April 1, 1970, under that name; and

Whereas, the authorized capital stock of BMH, Inc. consists of 100,000 shares of Common Stock, par value \$ 1 per share, of which 5000 shares are outstanding; and

Whereas, the authorized capital stock of EMB consists of 150 shares of Common Stock, no par value, 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:

EMB , 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 BMH shall cease and EMB shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effected on the date on which a Certificate of Merger in substantially the form annexed hereto as Exhibit A is filed in the office of the Department of State of the State of Idaho, and after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filings.

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 Certificate of Incorporation of EMB, 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 EMB 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 EMB 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 EMB 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. BMH's Common Stock. All of the shares of Common Stock, par value \$ 1 per share, of BMH issued at the effective time of the Merger shall be converted as a result of the Merger. The 5000 shares of common stock issued and outstanding at the effective time of the Merger shall be exchanged for 50 shares of EMB Common Stock upon surrender of stock certificate of BMH.
2. EMB's Common Stock. At the effective time of the Merger, each share of Common Stock, no par value of EMB issued and outstanding shall remain issued shares of Common Stock of the Surviving Corporation.
3. Surrender of BMH Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing Common Stock of BMH 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 BMH shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as above provided) 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.

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 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 at the effective time of the merger, 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 December 29, 1977, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve. The respective designations and numbers of shares of each class of capital stock of the Constituent Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger are set forth in Exhibit A hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, a Certificate of Merger in substantially the form annexed hereto as Exhibit A shall be signed, verified and delivered to the Department of State of the State of Idaho for filing as provided by the Business Corporation Law of the State of Idaho.

ARTICLE IX

BMH's Representations and Warranties

BMH represents and warrants to EMB as follows:

1. Organization, etc. BMH is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. BMH 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 require qualification.
2. Capitalization. BMH's capitalization consists of 100,000 authorized shares of Common Stock (par value \$ 1 per share), of which 5000 shares are issued and outstanding as of the date hereof. Each issued share is validly issued, fully paid, nonassessable and each outstanding share is entitled to one vote.
3. List of Information. BMH has delivered to EMB a list of information concerning BMH dated the date hereof. The information set forth in such list and the copies of documents referred to in such list and furnished to EMB are complete and accurate.
4. Financial Statements. BMH has delivered to EMB.

(i) Copies of its balance sheets (unaudited) as at April 30, 1972, to April 30, 1977

inclusive, and related statements of earnings and retained earnings for the fiscal years ended on such dates, respectively, as prepared by independent certified public accountants,

(ii) A copy of its balance sheet (unaudited) as at December 31, 1977 and related statements of earnings and retained earnings (unaudited) for the eight months then ended,

in each case including the notes thereto. All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated, except as otherwise indicated in the notes thereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of BMH. Except as and to the extent reflected or reserved against therein (including the notes thereto), BMH did not have, as of the date of such balance sheet, any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each such statement of earnings and retained earnings presents a true and complete statement of the results of operations of BMH for the period indicated.

5. Further warranties and representations:

(a) BMH has and on the closing date will have good and marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statements and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in its records and books of account which are not substantial in character or amount, and do not materially detract from the value or interfere with the use of the properties subject thereto or affected thereby. BMH has and on the closing date will have valid leases under which it is entitled to occupy and use in its business all real property of which it is lessee, and BMH has no knowledge of any default under any such lease.

(b) BMH has and on the closing date will have good and marketable title to the machinery, equipment, merchandise, materials, supplies and other property of every kind, tangible or intangible, contained in its

offices, plants and other facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statements and except for liens, encumbrances and charges, if any, which did not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby. BMH has and on the closing date will have valid leases under which it is entitled to use in its business all personal property of which it is the lessee and BMH has no knowledge of any default under any such lease.

(c) All taxes imposed by the U.S. or by any foreign country or by any state, municipality, subdivision or instrumentality of the U.S. or of any foreign country or by any other taxing authority, which are due or payable by BMH, and all price redetermination or renegotiation claims asserted or that may be asserted against it, have been paid in full or are adequately provided for by reserves shown in the records and books of account of BMH and will be so paid or provided for on the closing date. All income tax returns for BMH have been examined and accepted by the taxing authorities having jurisdiction thereof, and no extension of time for the assessment of deficiencies for any such years is in effect. BMH has no knowledge of any unassessed tax deficiency proposed or threatened against it.

(d) BMH is not a party to: (A) any sales agency agreement not subject to termination without liability on notice of 60 days or less; (B) any contract for the purchase or sale of any materials, products or supplies which contains any escalator, renegotiation or redetermination clause or which commits it for a fixed term; (C) any contract of employment with any officer or employee not terminable at will without liability; (D) any pension, retirement or profit sharing plan or agreement not cancellable within 60 days without liability; (E) any management or consultation agreement not terminable at will without liability; (F) any lease, license, royalty, union agreement or loan agreement; (G) any contract, accepted order or commitment for the purchase or sale of materials, products or supplies having a total contract price in excess of \$500,000; or (H) any other agreement which materially affects the business, properties or assets of BMH, or which was entered into other than in the ordinary and usual course of business. Adequate reserves have been provided and set up on the books of account of BMH, and will continue to be

so provided and set up through the closing date, for any contract, order or commitment expected to be performed at a loss.

(E) BMH is enjoying and on the closing date will enjoy good working relationships under all of the franchise, dealer, sales representation and other agreements necessary to the normal operation of its business. All or substantially all of the real and personal properties used in the business of BMH are and on the closing date will be in good and operable condition.

(F) BMH is adequately insured with respect to risks normally insured against by companies similarly situated.

6. Litigation and proceedings.

There is no suit, action or legal or administrative proceeding pending, or to the knowledge of BMH threatened, against it which, if adversely determined, might materially and adversely affect the financial condition of BMH or the conduct of its business nor is there any decree, injunction or order of any court, governmental department or agency outstanding against BMH having any such effect.

7. Material contracts.

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

8. 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 BMH is a party.

9. Governmental authorizations.

BMH has all licenses, franchises, permits and other governmental authorizations valid and sufficient for all businesses presently carried on by BMH and its consolidated subsidiaries.

ARTICLE X

EMB's Representations and Warranties

EMB represents and warrants to BMH as follows:

1. Organization. EMB is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. EMB 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 require qualification.

2. Capitalization. EMB's capitalization consists of 150 authorized shares of Common Stock no par value, of which, as of the date hereof, 100 shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

3. Financial Statements. EMB has delivered to BMH copies of its balance sheets as at December 31, 1970 to 1977 inclusive, and related statements of earnings and earnings retained in the business for the fiscal years ended on such dates, respectively, in each case including the notes thereto, as prepared by Smith, Bailey & Hanson, certified public accountants. All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated, except as otherwise indicated in the notes thereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of EMB. Except as and to the extent reflected or reserved against therein (including the notes thereto), EMB 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 corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each of such statements of earnings and earnings retained in the business presents a true and complete statement of the results of operations of EMB for the period indicated.

4. Absence of Certain Changes or Events. From December 31, 1977 to the date hereof, there has not been:

(i) any change in the corporate status, businesses, operations of financial condition of EMB other than changes in the ordinary course of business.

(ii) any declaration, setting aside or payment of any dividend or other distribution with respect to EMB's Common Stock.

(iii) any other event or condition of any character which has materially and adversely affected the corporate status, businesses,

operations or financial condition of EMB taken as a whole.

5. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of EMB threatened, against it which, if adversely determined, might materially and adversely affect the financial condition of EMB or the conduct of their businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding against EMB having any such effect.

6. Material Contracts. EMB 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 of which EMB is a party.

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

9. Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by EMB directly with BMH and without the intervention of any other person, other than Smith, Bailey & Hanson, CPAs (whose fee in connection with such negotiations and transactions shall be paid by EMB), either as a result of any act of EMB or otherwise to the knowledge of EMB 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 Certificate of Incorporation or By-Laws except, in the case of EMB 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;

(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, BMH will use its best efforts to preserve its business organizations; to keep available to EMB the services of BMH's officers and employees; and preserve for EMB the goodwill of BMH's customers and others having business relations with any of them. During the same period BMH 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. BMH and EMB 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. 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 counsel.

3. 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 BMH acquired or to be acquired by or as a result of the

Merger, the proper officers and directors of EMB, BMH 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 EMB 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 EMB's Obligation. The obligation of EMB to effect the Merger shall be subject to the following conditions (which may be waived in writing by EMB.):

1. The representations and warranties of BMH herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; BMH shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and BMH shall have delivered to EMB a certificate, dated the effective date of the Merger and signed by its President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, to both such effects.

2. No material change in the corporate status, businesses, operations or financial condition of BMH shall have occurred since December 28, 1977 (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 BMH 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 BMH taken as a whole.

3. EMB shall have received from counsel for BMH a favorable opinion, dated immediately prior to the effective time of the Merger, in form and substance satisfactory to EMB's counsel, to the effect that (a) BMH is a corporation duly organized and validly existing and in good standing under the laws of the State of Idaho; (b) BMH is duly qualified and in good standing in each jurisdiction in which such qualification is necessary; (c) BMH has the corporate power, and, all

licenses, franchises, permits and other governmental authorizations required, to carry on its business as now being conducted; (d) the authorized capital stock of BMH consists of 100,000 shares of Common Stock par value \$ 1 per share, of which shares 5000 shares are issued and outstanding and have been duly and validly authorized and issued and are fully paid and non-assessable; (e) this Agreement has been duly executed and delivered by BMH and is the valid and binding obligation of BMH, and all corporate action by BMH required in order to authorize the Merger has been taken; (f) except as may be specified by such counsel, to the knowledge of such counsel there is no litigation, proceeding, or governmental investigation or labor dispute pending or threatened against or relating to BMH or its properties or businesses other than damage suits where the defendant's liability in excess of customary self-insurance amounts is covered by insurance and other than matters disclosed in writing as referred to in paragraph 6 of Article IX hereof; and (g) as to such other matters incident to the matters herein contemplated as EMB and its counsel may reasonably request, including the form of all papers and the validity of all proceedings. In rendering his opinion, such counsel may rely on certificates of public officials and of corporate officers, opinion of recognized local counsel in jurisdictions where such counsel is not qualified to practice, and such other evidence as he may deem appropriate. The provisions of the preceding sentence are applicable to all other opinions of counsel to be delivered hereunder.

4. EMB shall have received such written consents and confirmations (or opinions of counsel to the effect that such consents or confirmations are not required), as it may reasonably request to the effect that the Surviving Corporation will succeed upon consummation of the Merger to all of BMH'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 BMH at the date hereof.

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

1. The representations and warranties of EMB herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; EMB shall have performed all obligations and complied with all covenants required by this Agreement to be per-

formed or complied with by it prior to the effective time of the Merger; and EMB shall have delivered to BMH a certificate, dated the effective date of the Merger and signed by its Chairman of the Board and President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, to both such effects.

2. No material change in the corporate status, businesses, operations or financial condition of EMB shall have occurred since December 28, 1977 (whether or not covered by insurance), other than changes in the ordinary course of business, which has been materially adverse in relation to, 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 EMB.

3. BMH shall have received from counsel for EMB a favorable opinion, dated immediately prior to the effective time of the Merger, in form and substance satisfactory to BMH's counsel, to the effect that (a) EMB is a corporation duly organized and validly existing and in good standing under the laws of the State of Idaho; (b) the authorized capital stock of EMB consists of 150 shares of Common Stock, no par value, of which 100 shares are issued, and all of such issued shares have been duly and validly authorized and issued and are fully paid and non-assessable; (c) this Agreement has been duly executed and delivered by EMB and is the valid and binding obligation of EMB and all corporate action by EMB required in order to authorize the Merger has been taken; (d) except as may be specified by such counsel, to the knowledge of such counsel there is no litigation, proceeding, or governmental investigation or labor dispute pending or threatened against or relating to EMB or any of its properties or businesses other than damage suits where the defendant's liability in excess of customary self-insurance amounts is covered by insurance; and (e) as to such other matters incident to the matters herein contemplated as BMH and its counsel may reasonably request, including the form of all papers and the validity of all proceedings.

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 Con-

stituent 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 either of the Constituent Corporations of 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 advisable to proceed with the Merger; or
3. By either of the Constituent Corporations if the requisite approval of the shareholders of both Constituent Corporations shall not have been obtained on or before January 1, 1978, or if the Certificate of Merger and this Agreement shall not have been filed as provided in Article I hereof on or before January 31, 1978.

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

D. 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 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 a majority 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 or an Assistant Secretary, all as of the day and year first above written.

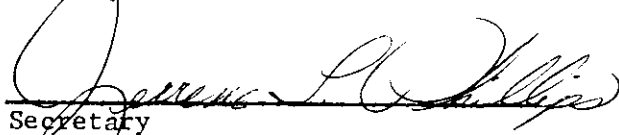
A majority of the directors of EMB.

Incorporated

1970

(Corporate Seal)

Attest:

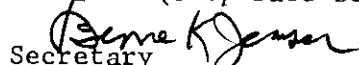

Secretary

Corporate Seal

1971

(Corporate Seal) A majority of the directors of BMH.

Attest:


Secretary

The foregoing Plan and Agreement of Merger, having been duly executed by a majority of the directors of EMB and BMH, 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 or adopted by the stockholders, of each of said corporations in the manner provided by the laws of their respective states of incorporation, the Chairman of the Board and the President or Vice President and the Secretary or an Assistant 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 29th day of December, 1977.

(Corporate Seal)

BMH
By Richard M. Phillips
Chairman of the Board and Pres.
By Berne K. Jensen
Secretary

(Corporate Seal)

EMB
By Richard M. Phillips
Chairman of the Board
By Jerrene T. Phillips
Secretary

State of Idaho)
County of Canyon) ss.:

Personally appeared before me, a notary public in and for the county and state aforesaid, Richard M Phillips, Chairman of the Board and President, and Jerrene T. Phillips, Secretary of EMB, an Idaho Corporation, with whom I am personally acquainted, and who acknowledged that they executed the foregoing Plan and Agreement of Merger on behalf of EMB pursuant to authority duly granted by its Board of Directors.

Witness my hand and official seal, at office in the county and state aforesaid, this 2nd day of February, 1978.

Barbara J. Smith
Notary Public

State of Idaho)
 ss.:
County of Canyon)

Personally appeared before me, a notary public in and for the county and state aforesaid, Richard M. Phillips, Chairman of the Board, and President, and Berne Jensen, Secretary, of BMH, an Idaho Corporation, with whom I am personally acquainted, and who acknowledged that they executed the foregoing Plan and Agreement of Merger on behalf of BMH pursuant to authority duly granted by its Board of Directors.

Witness my hand and official seal, at office in the county and state aforesaid, this 2nd day of FEBRUARY, 1978.

Richard J. Smith
Notary Public

EXHIBIT A

SHAREHOLDER APPROVAL OF A MERGER AND/OR CONSOLIDATION
WITHOUT A FORMAL MEETING

We, the undersigned holders of the number of shares of the common stock of Boise Mobile Homes, Inc. set opposite our respective names, which shares in the aggregate constitute the entire outstanding stock of the Corporation, do hereby consent to the merger of BMH corporation and EMB upon the terms and provisions of the Agreement of Merger dated December 29, 1977

Dated: _____, 197__

Name of Stockholders

Number of Shares

Richard M. Tully

Berne K. Jensen

James L. Phillips

5000 SHARES

SHAREHOLDERS APPROVAL OF A MERGER AND/OR CONSOLIDATION

WITHOUT A FORMAL MEETING

We, the undersigned, holders of the number of shares of the common stock of EMB set opposite our respective names, which shares in the aggregate constitute the entire outstanding stock of the Corporation, do hereby consent to the merger of EMB and BMH Corporation, upon the terms and provisions of the Agreement of Merger dated December 29, 1977

Dated: _____ 197__

Name of Stockholders

Number of Shares

Richard M. Phillips

100 SHARES

James K. Jensen

James L. Phillips