

## PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement") is made and entered into as of December 5, 2018, by and between COURTESY FINANCE, INC., an Idaho corporation (the "Merging Corporation"), and PRESTIGE FINANCIAL SERVICES, INC., a Utah corporation (the "Surviving Corporation") and together with Merging Corporation, the "Constituent Companies").

### RECITALS

A. The Merging Corporation is a corporation duly incorporated and validly existing under the laws of the State of Idaho and a wholly-owned subsidiary of the Surviving Corporation, and the Surviving Corporation is a corporation duly incorporated and validly existing under the laws of the State of Utah and the sole parent of the Merging Corporation.

B. The directors and shareholder of the Merging Corporation have approved the merger of the Merging Corporation into the Surviving Corporation in accordance with the terms and conditions set forth herein, pursuant to Section 30-22-205(b)(4) of the Idaho Uniform Business Organizations Code.

C. The directors of the Surviving Corporation have approved the merger of the Merging Corporation into the Surviving Corporation in accordance with the terms and conditions set forth herein, pursuant to Section 16-6a-1102 of the Utah Revised Business Corporation Act.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Corporation and the Surviving Corporation agree to merge as follows:

#### ARTICLE I

##### **The Merger**

1.01. The Merger. In accordance with the provisions of this Agreement and applicable law, the Merging Corporation will be merged with and into the Surviving Corporation (the "Merger") at the Effective Time (as defined below). Following the Effective Time, the identity and separate existence of the Merging Corporation shall cease and all of the rights, titles, privileges, powers, franchises, properties, and assets of the Merging Corporation shall be vested in the Surviving Corporation, and all debts and liabilities, or duties of the Merging Corporation shall attach to the Surviving Corporation, and, following the Effective Time, the Surviving Corporation shall continue its existence as a corporation, and the identity, rights, titles, privileges, powers, franchises, properties and assets of the Surviving Corporation shall continue unaffected and unimpaired by the Merger.

1.02. Effective Time and Date. The effective time of the Merger shall be at 11:59 p.m. Mountain Time, December 31, 2018 (the "Effective Time").

1.03. Federal Income Tax Consequences of Merger. The Merger is intended to qualify for federal income tax purposes as a "reorganization" of the Constituent Companies within the meaning of Section 368(a)(1) of the Internal Revenue Code (e.g., Section 368(a)(1)(A)).

Consistent with the foregoing, this Agreement shall be treated as a "plan of reorganization" within the meaning of U.S. Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

1.04. Registered Agent. For purposes of this Agreement, CT Corporation System is designated as the Registered Agent pursuant to Section 30-22-205(b)(4) of the Idaho Uniform Business Organizations Code.

1.05. Articles of Incorporation; Bylaws. No changes will be made in the Articles of Incorporation of the Surviving Corporation in connection with the Merger (a copy of which is attached hereto as Exhibit B) and the Articles of Incorporation of the Surviving Corporation will continue to be its Articles of Incorporation on and after the Effective Time, until further amended according to the provisions thereof and applicable law. No changes will be made in the Bylaws of the Surviving Corporation in connection with the Merger (a copy of which is attached hereto as Exhibit C) and the Bylaws of the Surviving Corporation, as heretofore amended, will continue to be its Bylaws on and after the Effective Time, until further amended according to the provisions thereof and applicable law.

1.06. Terms of Merger. At the Effective Time, each issued and outstanding share of common stock of the Merging Corporation shall be, automatically and without requiring any further action of or by the Merging Corporation, the Surviving Corporation or any holder of such shares, be cancelled and of no further effect. At the Effective Time, each issued and outstanding option, warrant and convertible security of the Merging Corporation, if any, shall be, automatically and without requiring any further action of or by the Merging Corporation, the Surviving Corporation or any holder of such securities, cancelled. In connection with such conversions, all shares of capital stock, options, warrants and convertible securities shall continue to have the same rights, options, voting powers and entitlements with respect to the Surviving Corporation following the Effective Time as they had with respect to the Merging Corporation prior to the Merger.

1.07. Additional Actions. If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of the Merging Corporation acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of the Agreement, the Merging Corporation and its directors and shareholders shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of the Agreement; and the directors and shareholders of the Surviving Corporation are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

## **ARTICLE II**

### **Miscellaneous**

2.01. Amendment and Abandonment. Subject to applicable law, at any time prior to the Effective Time, the directors of the Merging Corporation and the directors of the Surviving Corporation may amend this Agreement and/or abandon the Merger.

2.02. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties hereto, both written and oral, with respect hereto and thereto.

2.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

2.04. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.

2.05. Interpretation. When a reference is made in this Agreement to an Article, a Section, or Exhibit, such reference shall be to an Article of, a Section of, or an Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above written on behalf of the Merging Corporation and the Surviving Corporation.

**SURVIVING CORPORATION:**

PRESTIGE FINANCIAL SERVICES, INC.,  
a Utah corporation

By:  
Name:  
Its:

  
Bryant C. Henrie  
President

**MERGING CORPORATION:**

COURTESY FINANCE, INC.,  
an Idaho corporation

By:  
Name:  
Its:

  
D. Aaron Dalton  
Vice President

**EXHIBIT A**

ARTICLES OF MERGER

(See attached)

**ARTICLES OF MERGER  
OF  
COURTESY FINANCE, INC.,  
INTO  
PRESTIGE FINANCIAL SERVICES, INC.**

Pursuant to the relevant provisions of the Utah Revised Business Corporations Act, as amended (the "Act"), COURTESY FINANCE, INC., an Idaho corporation ("Merging Corporation"), and PRESTIGE FINANCIAL SERVICES, INC., a Utah corporation (the "Company" or "Surviving Corporation" and, together with Merging Corporation, the "Constituent Corporations"), hereby adopt and certify the following Articles of Merger (theses "Articles"):

1. The Constituent Corporations have adopted a Plan of Merger (the "Plan of Merger"), providing for the merger of Merging Corporation with and into the Company, with the Company as the Surviving Corporation (the "Merger"). A copy of the Plan of Merger is attached hereto as Exhibit A.

2. The board of directors of the Company, acting by unanimous written consent upon the recommendation of the executive management of the Company, approved, adopted and consented to the Merger, the Plan of Merger and these Articles.

3. Pursuant to Section 1103(7)(a) of the Act, action by the shareholders of the Surviving Corporation on the Plan of Merger is not required since the articles of incorporation of the Surviving Corporation will not differ from its articles of incorporation before the Merger.

4. The board of directors and shareholder of Merging Corporation approved, adopted and consented to the Merger, the Plan of Merger and these Articles.

5. The Merger is to be effective under the Act as of 11:59 p.m. Mountain Time on December 31, 2018.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, these Articles of Merger are executed on behalf of the  
Constituent Corporations by the undersigned, effective as of the \_\_\_ day of December, 2018.


**SURVIVING CORPORATION:**

PRESTIGE FINANCIAL SERVICES, INC.,  
a Utah corporation

By:

Name:

Its:

  
Bryant C. Henrie  
President

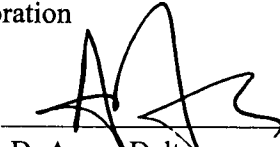
**MERGING CORPORATION:**

COURTESY FINANCE, INC.,  
an Idaho corporation

By:

Name:

Its:

  
D. Aaron Dalton  
Vice President

**EXHIBIT B**

ARTICLES OF INCORPORATION (SURVIVING CORPORATION)

(See attached)



CO/66379

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed  
and approved on the 13<sup>th</sup> day of September 1994  
in the Office of this Division and hereby issue  
this Certificate thereof.

RECEIVED

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DIVISION OF CORPORATIONS  
STATE OF UTAH

Examiner

*L. Sparks* Date *9-13-94*

ARTICLES OF INCORPORATION

OF



*Korla T. Woods*  
KORLA T. WOODS  
Division Director

PRESTIGE FINANCIAL SERVICES, INC.

(BJS)

I, the undersigned natural person being more than  
eighteen years of age, acting as incorporator of a corporation  
pursuant to the provisions of the Utah Revised Business Corpora-  
tion Act, do hereby adopt the following Articles of Incorporation  
for such corporation:

ARTICLE I

CORPORATE NAME

The name of the Corporation hereby created shall be:

PRESTIGE FINANCIAL SERVICES, INC.

ARTICLE II

DURATION

The Corporation shall continue in existence perpetually  
unless sooner dissolved according to law.

ARTICLE III

PURPOSES

The purposes for which the Corporation is organized  
are: To provide and facilitate financing and secured transac-  
tions; to originate, buy, sell and exchange negotiable instru-  
ments and commercial paper; to engage in any and all other  
acts and activities related to or in connection with the

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aforesaid purposes; and to engage in any other business or enterprise and any other acts or activities for which corporations may be organized under the laws of the State of Utah and to exercise such other power and engage in all transactions as permitted by the laws of the State of Utah.

#### **ARTICLE IV**

##### **STOCK AND PREEMPTIVE RIGHTS**

The Corporation shall have authority to issue 1,000 common shares, without par value. The Board of Directors may from time to time fix the consideration for which said shares shall be issued, and when so issued shall be fully paid and non-assessable. Each share shall have equal rights as to voting or in the event of dissolution or liquidation. The Corporation elects to have preemptive rights.

#### **ARTICLE V**

##### **OFFICERS AND DIRECTORS CONTRACTS**

No contract or other transaction between the Corporation and any firm or other corporation shall be affected by the fact that a director or officer of this Corporation has an interest in, or is a director or officer of another firm or corporation. Any officer or director, individually or with others, may be a party to, or may have an interest in, any transaction of this Corporation or any transaction in which this Corporation is a party or has an interest. Each person who is or may become an officer or director of this Corporation is hereby

relieved from liability that might otherwise obtain in the event such officer or director contracts with this Corporation for the benefit of himself or any firm or corporation in which he may have an interest, provided such officer or director acts in good faith.

## **ARTICLE VI**

### **DIRECTORS**

The affairs and management of this Corporation may be under the control of a Board of Directors consisting of a minimum number of directors which may be equal to the number of shareholders as determined, from time to time, by the shareholders of the Corporation. The shareholders, by written agreement, may assume control and management of the Corporation. The initial Board of Directors shall be comprised of two (2) persons. The name and address of the individuals who are to serve as directors until the first annual meeting of the shareholders and until their successors are elected and shall qualify are as follows:

Lawrence H. Miller  
5650 South State Street  
Murray, Utah 84107

Karen G. Miller  
5650 South State Street  
Murray, Utah 84107

## **ARTICLE VII**

### **REGISTERED OFFICE AND AGENT**

The address of the initial registered office of the Corporation is:

175 West 200 South, Suite 4000  
Salt Lake City, Utah 84101

and the name of its initial registered agent at such address  
is Dennis V. Haslam.

#### ARTICLE VIII

##### LIMITATION OF DIRECTOR LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except as expressly set forth in the Utah Revised Business Corporation Act or any other applicable law as now in effect or as it may hereafter be amended, no officer or director of this Corporation shall be personally liable to the Corporation or its Shareholders for monetary damages for any action taken or any failure to take an action as an officer or director.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, (except not an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding to the full extent allowed by and subject to the standards set forth in the Utah Revised Business Corporation Act.

Any indemnification under this Article, unless ordered by a court, shall be made after a determination by a majority of the board of directors that such indemnification is proper under the circumstances because such person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to a criminal proceeding, such person had no reasonable cause to believe the conduct of such person was unlawful.

The Corporation shall have the power, but shall not be required to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by the person as a result of or arising out of the status of the person in any such capacity.

#### ARTICLE IX

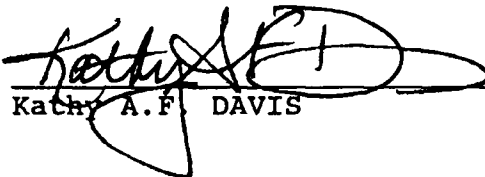
#### INCORPORATOR

The name and address of the incorporator is:

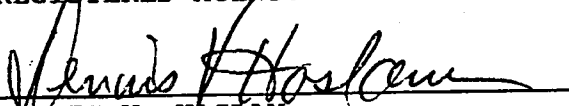
Kathy A.F. Davis  
175 West 200 South, Suite 4000  
Salt Lake City, Utah 84101

DATED this 13 day of September, 1994.

INCORPORATOR:

  
Kathy A.F. DAVIS

REGISTERED AGENT:

  
DENNIS V. HASLAM

**EXHIBIT C**

BYLAWS (SURVIVING CORPORATION)

(See attached)

BY-LAWS  
OF  
PRESTIGE FINANCIAL SERVICES, INC.

ARTICLE I  
OFFICES

The principal office of the corporation in the State of Utah shall be located in Salt Lake County, Utah. The corporation may have such other offices, either within or without the State of Utah, as the Board of Directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation required by the Utah Revised Business Corporation Act to be maintained in the State of Utah shall be identical with the office of its Registered Agent in the State of Utah. The address of the registered office may be changed from time to time by the Board of Directors by filing a statement with the Utah State Division of Corporations and Commercial Code.

ARTICLE II  
SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders of the common voting stock shall be held on the 31st day in the month of March in each year, beginning with the year 1995 at the hour of 10:00 a.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein or any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is convenient.

Section 2. Special Meeting. Special meetings of the shareholders, for any proper purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of all outstanding shares of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting



may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Utah.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. A shareholder may waive any notice by delivering to the corporation a written waiver, signed by the shareholder, for inclusion in the corporate minutes or filing with the corporate records.

Section 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, seventy days before the meeting or action requiring a determination of shareholders. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders, or shareholders entitled to receive payment of a dividend, the day before which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders

entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to an adjournment thereof unless the Board of Directors fixes a new record date which it shall do if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

Section 6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be available for inspection by any shareholder beginning on the earlier of ten days before the meeting for which the list was prepared or two business days after notice of the meeting is given at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

Section 7. Quorum. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 8. Adjournments. If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need to be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If the adjournment is for more than thirty days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 5, notice of the adjourned meeting must be given pursuant to the requirements of Section 4 to shareholders of record who are entitled to vote at the meeting.

Section 9. Proxies. At all meetings of shareholders, a shareholder of stock may vote in person or by proxy executed in

writing by the shareholder or by the shareholder's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 10. Voting of Shares. Each outstanding share of stock entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, unless provided otherwise in the corporation's Articles of Incorporation.

Section 11. Voting of Shares by Certain Holders. Shares outstanding in the name of another corporation may be voted by such officer, agent or proxy as the By-Laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by the administrator, executor or guardian, either in person or by proxy, without a transfer of such shares into name of the administrator, executor, or guardian. Shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held by the trustee without a transfer of such shares into name of the trustee.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the name of the receiver if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

The following shares shall not be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting:

- (i) The shares of its own stock held by this corporation, and
- (ii) The shares of stock of this corporation held by another corporation, if a majority of such other corporation's shares which are entitled to vote for

the election of directors of that other corporation are held by this corporation.

Section 12. Informal Action by Shareholders. To the maximum extent permitted by §704 of the Utah Revised Business Corporation Act, any action which may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, and without prior notice, if one or more consents in writing, setting forth the action so taken, shall be signed by the shareholders having not less than the minimum number of votes that would be necessary to authorize or take action at a meeting at which all shares entitled to vote with respect to the subject matter thereof were present and voted. Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 13. Meetings by Telecommunication. Any or all of the shareholders may participate in an annual or special meeting of shareholders by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting can hear each other during the meeting. A shareholder participating in a meeting by this means is considered to be present in person at the meeting.

Section 14. Shareholder Management. The shareholders, by written agreement, may assume management and control of the affairs of the corporation and eliminate or curtail the powers of the Board of Directors.

### ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors unless the shareholders, in a written agreement signed by all persons who are shareholders as of the effective date of the agreement, determine otherwise.

Section 2. Number, Tenure and Qualifications. Unless otherwise agreed by the shareholders, as determined, from time to time by the shareholders, the number of directors of the corporation shall be a minimum number of directors which shall be equal to the number of shareholders. Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified or upon removal by the shareholders in accordance with the provisions of the Utah Revised Business Corporation Act. Directors need not be residents of the State of Utah nor shareholders of the corporation. The Board of Directors may elect from its own

number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 3. Executive Committee. The Board of Directors may appoint an executive committee and other committees, and delegate to the executive committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend, or repeal bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the executive committee and other committees shall be conducted. The executive committee shall be composed of two or more directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon the Board of Directors or any member of the Board of Directors by law.

Section 4. Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by the person or persons.

Section 6. Notice. Notice of any special meeting shall be given at least two business days previously thereto by written notice delivered personally or mailed to each director at the director's business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or to the transaction of any business because of lack of notice or

defective notice, and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Management. Unless the shareholders agree otherwise, in writing, the directors shall have the general management and control of the business and affairs of the Corporation and shall exercise all the powers that may be exercised or performed by the Corporation under the statutes of the State of Utah, the Articles of Incorporation and the By-laws of the Corporation.

Section 9. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

Section 11. Compensation. By resolution of the Board of Directors, each director may be paid the expenses or the director, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 12. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Direc-

tors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 13. Removal of Directors by Shareholders. A majority of the shareholders may remove one or more directors with or without cause whenever, in their judgment, the best interests of the corporation will be served thereby. A director may be so removed only at a meeting called for the purpose of removing the director, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

#### ARTICLE IV OFFICERS

Section 1. Number. The officers of the corporation shall be a President, a secretary, and a treasurer, each of whom shall be elected by the Board of Directors. One or more Vice-Presidents (the number thereof to be determined by the Board of Directors), and such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be at an adjournment or special meeting called for that purpose. Each officer shall hold office until the successor of such officer shall have been duly elected and shall have qualified or until the death of such officer or until the officer shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interests of the corporation will be served thereby, but any such removal shall be without prejudice to the contract rights,

if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of the office.

Section 5. President. The president shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the corporation. The president shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless the directors have designated a chairman in accordance with Article III, Section 2 of these By-Laws. The president may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments in the ordinary course of business on behalf of the corporation, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents. In the absence of the president or in the event of the death, inability or refusal to act of the president, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned by the president or by the Board of Directors. If there is no vice-president elected or appointed as officer of the corporation, the shareholders, by majority vote, shall designate a person to perform the duties of the president. In the absence of such designation, the secretary of the corporation shall perform the duties of the president.

Section 7. The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the



Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation, if any, and see that the seal of the corporation, if any, is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) sign with the president, or a vice-president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the Board of Directors.

Section 8. The Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V.

Section 9. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board of Directors.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the corporation.

#### ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Absent specific direction from the Board of Directors to the contrary, the president or secretary shall be authorized to execute on behalf of the corporation all contracts in the ordinary course of business.

Section 2. Loans. Other than in the ordinary course of business, no loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Certificates for Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the president or a vice-president and by the secretary or an assistant secretary and sealed with the corporate seal, if any, or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or one of its employees. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificates for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by the recordholder's legal representative, who shall furnish proper evidence of authority to transfer, or by the recordholder's attorney thereunto authorized by power of attorney duly

executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes. No transfer of stock is valid until the transfer is registered on the books of the corporation.

ARTICLE VII  
FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE VIII  
DIVIDENDS

The Board of Directors may, from time to time, declare and the corporation may pay dividends on its outstanding shares in the manner, and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE IX  
CORPORATE SEAL

The Board of Directors may provide a corporate seal if it so desires.

ARTICLE X  
WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Utah Revised Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI  
AMENDMENTS

Except as otherwise provided in the Utah Revised Business Corporation Act, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

ARTICLE XII  
GENDER AND NUMBER

Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

ARTICLE XIII  
PROCEDURE FOR CONDUCTING MEETINGS

All shareholder and director meetings shall be conducted in accordance with the rules and procedures set forth in the most current edition of Roberts' Rules of Order.

A true and correct copy adopted by the Board of Directors effective the 30<sup>th</sup> day of September, 1994.

ATTEST:

PRESTIGE FINANCIAL SERVICES, INC.

By Lawrence H. Miller  
Lawrence H. Miller, Secretary  
Board of Directors