



**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 \_\_\_\_\_

**TARGETS TITLE COMPANY**

into FIRST AMERICAN TITLE COMPANY OF EAST IDAHO,

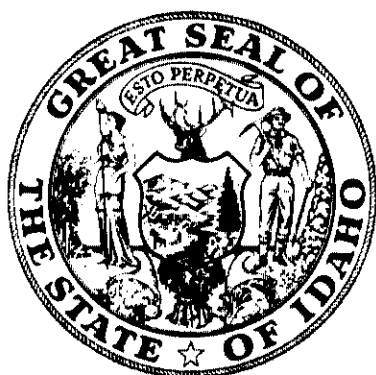
duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have  
been received in this office and are found to conform to law.

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 August 14, 19 80.



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

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SECRETARY OF  
STATE

ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS  
INTO  
DOMESTIC CORPORATION

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

SEE ATTACHED AGREEMENT OF MERGER DATED MARCH 18, 1980

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Targhee Title Company	250	Common Shareholders	250
First American Title Company of East Idaho	2,500	Common Shareholders	2,500

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>				
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Entitled to Vote as a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
Targhee Title Company	250	0	Common	250	0
First American Title Company of East Idaho	2,500	0	Common	2,500	0

Dated this 7th day of August, 1980.

TARGHEE TITLE COMPANY

By: P. H. Stufflebeam  
President

and Scott D. Stufflebeam  
Secretary

## FIRST AMERICAN TITLE COMPANY OF EAST IDAHO

By: D. H. Stufflebeam  
Presidentand Scott D. Stufflebeam  
SecretarySTATE OF IDAHO     )  
                              ) SS  
COUNTY OF BINGHAM )

I, Vicki Thompson, a notary public, do hereby certify that on this 7th day of August, 1980, personally appeared before me D. H. Stufflebeam, who, being by me first duly sworn, declared that he is the President of Targhee Title Company, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Vicki A. Thompson  
Notary Public for Idaho  
Residing at:  
My Commission Expires:

STATE OF IDAHO     )  
                              ) SS  
COUNTY OF BINGHAM )

I, Vicki Thompson, a notary public, do hereby certify that on this 7th day of August, 1980, personally appeared before me D. H. Stufflebeam, who, being by me first duly sworn, declared that he is the President, of First American Title Company of East Idaho, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Vicki A. Thompson  
Notary Public for Idaho  
Residing at:  
My Commission Expires:

AGREEMENT OF MERGER BETWEEN  
TARGHEE TITLE COMPANY, AN IDAHO CORPORATION AND  
FIRST AMERICAN TITLE COMPANY OF EAST IDAHO, AN IDAHO CORPORATION

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SECRETARY OF  
STATE

AGREEMENT dated March 18, 1980, between First American Title Company of East Idaho, an Idaho corporation, hereinafter called American, and Targhee Title Company, an Idaho corporation, hereinafter called Targhee.

Whereas the respective Boards of Directors of American and Targhee have determined that it is advisable and in the best interest of such corporations and the respective shareholders that Targhee be merged into American, which shall be the surviving corporation in the merger.

Now, therefore, it is agreed as follows:

1. VOTE ON MERGER. American and Targhee will cause special meetings of the respective shareholders to be called and held on or before March 20, 1980, or such later date as the Boards of Directors of American and Targhee shall approve, to consider and vote upon the merger of Targhee into American on the terms and conditions hereinafter set forth. If the merger is approved by the shareholders of American and Targhee in accordance with the laws of Idaho subject to the provisions of Paragraph Seven hereof the Agreement of Merger shall be executed and filed in duplicate with the Secretary of State of the State of Idaho as promptly as possible thereafter. The date on which such Agreement of Merger is executed is herein called the "effective date of the merger".

2. NAME. The corporate name of American, the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights, and immunities shall be uneffected and unimpaired by the merger. On the effective date of the merger, the separate existence and corporate organization of Targhee, except insofar as it may be continued by statute, shall cease.

3. CERTIFICATE OF INCORPORATION AND BYLAWS. The Certificate of Incorporation of American, as originally filed and recorded, and as thereafter from time to time amended, shall, on the effective date of the merger, be the Certificate of Incorporation of the surviving corporation until further altered, amended, or repealed as provided by law.

The bylaws of American in effect on the effective date of merger shall be the bylaws of the surviving corporation until ammended, or rescinded, or repealed as provided therein or by law.

4. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION. The directors of American on the effective date of the merger shall continue to be the directors of the surviving corporation of the class and for the terms for which they are elected, and until their successors are elected and qualified as provided by law and the bylaws of the surviving corporation.

The officers of American on the effective date of the merger shall continue to be the officers of the surviving corporation, and shall hold office until the respective successors are chosen and qualified, as provided by law and the bylaws of the surviving corporation.

5. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS. The terms and conditions of the merger, the mode of carrying the same into effect, and the manner of converting the shares of Targhee into shares of American are as follows:

a. The outstanding shares of the par value of \$10.00 each of American shall not be effected by the merger.

b. On the effective date of merger, each common share of the par value of \$100.00 of Targhee which shall be issued and outstanding and not owned by American or by Targhee shall be converted into 1.916 common shares of American of the par value of \$10.00. American shall not be required to issue any fraction of a share of its common shares, but shall issue and deliver scrip certificates representing such fractional shares or provide such other substitute for the issuance of fractional shares as the Board of Directors of American may determine.

After the effective date of the merger, each holder of the outstanding certificate or certificates theretofore representing common shares of Targhee may surrender the same to American and such holders shall be entitled upon such surrender to receive a certificate or certificates representing the number of full common shares of American into which the common shares of Targhee theretofore represented by such certificates shall have been converted. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented common shares of Targhee shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership

of the common shares of American into which such shares shall have been converted. No dividend payable to the holders of record of the common shares of American as of any date subsequent to the effective date of the merger shall be paid to the holder of any outstanding certificate representing common shares of Targhee until such certificate shall be so surrendered; but upon such surrender of any such outstanding certificate there shall be paid to the recordholder of the certificate or the certificates for common shares of American issued upon such surrender the amount of the dividends which heretofore became payable with respect to such common shares of American.

c. On the effective date of the merger, each common share of the par value of \$100.00 of Targhee, if any, which shall be owned by American shall be cancelled and all rights in respect thereof shall cease.

6. COVENANTS OF THE PARTIES. At or prior to the effective date of the merger:

a. Targhee will not (1) engage in any activity or transaction other than in the ordinary course of business without first obtaining the approval of American other than as set forth in this agreement; (2) make any change in its authorized shares other than set forth in this agreement; or (3) issue or sell, or issue options to purchase or rights to subscribe to, any of its shares; and Targhee will not declare any dividends on any of its shares other than a dividend on its common shares payable on or before December 31, 1979;

b. American will not make any change in its authorized shares; and

c. American will not declare any dividend on any of its common shares which is payable in common shares.

7. CONDITIONS TO MERGER. Anything herein or elsewhere to the contrary notwithstanding, the merger shall not be made effective if prior to the effective date of the merger:

a. The Boards of Directors of American and Targhee elect that it shall not be made effective, or

b. The holders of a sufficiently large number of common shares of Targhee shall have objected to the merger and demanded payment for their shares so as to render it inadvisable, in the opinion of the Board of Directors of American, to proceed with the merger, or

c. If any material litigations shall be pending or threatened against or affecting American or Targhee, or any of their respective assets, or the merger, which in the judgment of the Board of Directors of either American or Targhee renders it inadvisable to proceed with the merger.

If the Board of Directors of either American or Targhee elects that the merger shall not be made effective as provided in this Paragraph Seven, notice shall be given to the other, and thereupon, or upon the election of both such Boards of Directors that the merger shall not be made effective as provided in Subparagraph A of this Paragraph Seven, this agreement shall become wholly void and of no effect and there shall be no liability on the part of either American or Targhee or the respective Boards of Directors or shareholders.

8. DISTRIBUTION OF NEW SHARES. If the merger becomes effective, Targhee authorizes American to take or cause to be taken such steps as American may deem necessary or advisable in order to effect the distribution, on the basis and terms specified herein of the American share certificates which holders of Targhee shares shall be entitled to receive in terms of the merger.

9. SURVIVING CORPORATION. On the effective date of the merger, all of the estate, property, rights, privileges, powers, franchises, and interests of each of the constituent corporations and all of their property, real, personal, and mixed, and all the debts due on whatever account of either of them, as well as all share subscriptions and other choses in action belonging to either of them, shall be vested in American as the surviving corporation, without further act or deed; and all claims, demands, property and every other interest shall be effectually the property of American as the surviving corporation as they were of the constituent corporations, and the title to all real estate vested in either of the constituent corporations shall not be deemed to revert or to be in any way impaired by the reason of the merger, but shall be vested in American as the surviving corporation.

10. FURTHER DOCUMENTS. To the extent permitted by law, from time to time, as and when requested by American or by its successors or assigns, Targhee shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as American may deem necessary or desirable, in order to vest in and confirm

to American titles to, and possession of, any property of Targhee acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes hereof; and the proper officers and directors of Targhee and the proper officers and directors of American are fully authorized in the name of Targhee or otherwise, to take any and all such action.

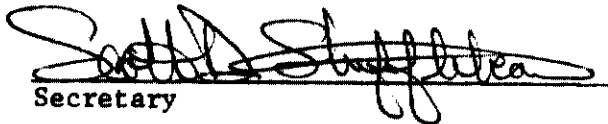
In witness whereof American and Targhee cause this agreement to be executed by their duly authorized officers this 31st day of March, 1980.

FIRST AMERICAN TITLE COMPANY OF EAST IDAHO

By: 

President

ATTEST:

  
Secretary

TARGHEE TITLE COMPANY

By: 

President

ATTEST:

  
Secretary