

35280

# State of Idaho

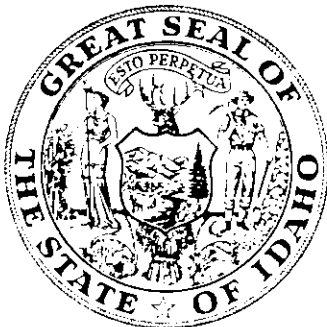
## Department of State

### CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of merger of SKYLINE TRANSPORTATION, INC., an Idaho corporation, file number C 35280 into GROVER CONSTRUCTION CO., INC., an Idaho corporation, file number C 36741, duly executed 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: June 19, 1997



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *Jonny Herold*

**ARTICLES OF MERGER OF  
SKYLINE TRANSPORTATION, INC.  
AND  
GROVER CONSTRUCTION CO., INC.**

97 JUN 19 AM 8:23  
CLERK OF STATE  
STATE OF IDAHO

THE UNDERSIGNED, president and secretary of **Grover Construction Co., Inc.**, an Idaho corporation ("Grover Construction"), and the undersigned president and secretary of **Skyline Transportation, Inc.**, an Idaho corporation ("Skyline"), hereby certify as follows:

1. The plan of merger covering the merger of Skyline into Grover Construction is attached hereto as Exhibit "A" and is incorporated herein by this reference.

2.

(a) As of the date of adoption of such plan, Skyline had issued and outstanding 95 shares of common stock with \$100 par value per share.

(b) As of the date of adoption of the plan of merger by the shareholders of Grover Construction, Grover Construction had issued and outstanding 565 shares of common stock, with a par value of \$100 per share.

3.

(a) By a written consent dated April 7, 1997, the holders of all of the issued and outstanding shares of Skyline approved and adopted the plan of merger.

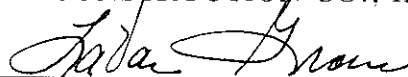
(b) By a written consent dated April 7, 1997, the holders of all of the issued and outstanding shares of common stock of Grover Construction approved and adopted the plan of merger.

IDAHO SECRETARY OF STATE  
DATE 06/19/1997  
0900 103690 3  
CK #: 48019 CUST# 1646  
MERGER 10 30.00= 30.00

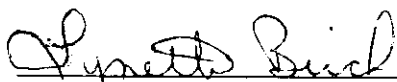
# :

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger in an official and authorized capacity under penalty of perjury this 7 day of APRIL, 1997.

GROVER CONSTRUCTION CO., INC.

By:   
Title: President

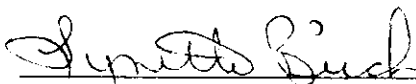
ATTEST:

  
Its Secretary

SKYLINE TRANSPORTATION, INC.

By:   
Title: President

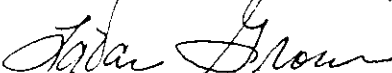
ATTEST:

  
Its Secretary


STATE OF IDAHO )  
: ss.  
County of Bonneville )

Each of the undersigned does hereby certify that he or she is the president of the indicated corporation and does further hereby declare under penalty of perjury that he or she has examined the foregoing Articles of Merger and to the best of his or her knowledge and belief the same are true, correct, and complete.

GROVER CONSTRUCTION CO., INC.

By:   
Title: President

SKYLINE TRANSPORTATION, INC.

By:   
Title: President

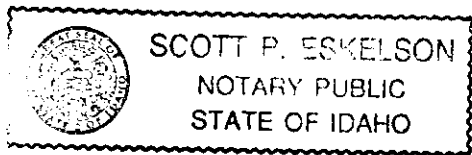
SUBSCRIBED AND SWORN to before me this 7 day of April, 1997.

Scott P. Eskelson  
Notary Public for Idaho

Residing at:

My Commission Expires:

Idaho Falls  
10-25-99



Idaho Falls, Idaho  
Commission Expires 10-25-99

## PLAN OF MERGER

THIS PLAN OF MERGER is made the 7 day of APRIL, 1987 (the "Plan"), by and between **Skyline Transportation, Inc.**, an Idaho corporation ("Skyline"), and **Grover Construction Co., Inc.**, an Idaho corporation ("Grover").

1. **Parties.** Skyline shall be merged (the "Merger") into Grover. Skyline shall be the merging corporation and Grover shall be the surviving corporation.

2. **Stock Ownership.**

2.1 As of the record date for approval of the Merger by the shareholders of Grover, Grover had issued and outstanding 565 shares of common stock, \$100 par value per share ("Grover Common Stock"). The holders of Grover Common Stock are entitled to vote on the Merger.

2.2 As of the record date for approval of the Merger by the shareholders of Skyline, Skyline had issued and outstanding 95 shares of common stock, \$100 par value per share ("Skyline Common Stock"). The holders of Skyline Common Stock are entitled to vote on the Merger.

3. **Terms and Conditions.**

3.1 Upon the effective date of Merger:

(a) The stockholders of Skyline Common Stock, who are LaVar Grover as Trustee of the Testamentary Trust of Doris M. Grover--QTIP Portion, holding 47.5 shares, and LaVar Grover, as his sole and separate property, 47.5 shares, shall each be issued 30 shares of stock in Grover in consideration of the surrender of all of their stock held in Skyline.

(b) All shares of Skyline shall be surrendered, duly endorsed for transfer, and shall be cancelled by the Merger.

(c) There shall be no change in the rights of any of the shares of Grover Common Stock issued and outstanding as of the effective date of the Merger.

4. **Effective Merger.** When the Merger has become effective in accordance with the provisions hereof:

4.1 The parties to this amendment shall be a single corporation, which shall be Grover.

4.2 The separate existence of Skyline shall cease.

4.3 The Articles of Incorporation and By-laws of Grover shall remain unchanged.

4.4 The directors and officer of Grover immediately prior to the effective date shall remain the directors and officers of Grover and each shall hold office in accordance with the Articles of Incorporation and By-laws of Grover.

4.5 Grover shall thereupon and thereafter possess all of the rights, privileges, and immunities of a public as well as a private nature, of Skyline; and all property, real, personal, and mixed, and all debts on whatever account, shall be taken and deemed to be transferred to and vested in Grover without further act or deed, and the title to any real estate, or any interest therein, vested in either of such corporations, shall not revert or be in any way impaired by reason of the Merger.

4.6 Grover shall thenceforth be responsible and liable for all the liabilities and obligations, including the liability to dissenting shareholders, if any, of each of the corporations so merged.

5. **Termination.** This plan will be terminated and the Merger abandoned automatically in the event of the termination or abandonment of this transaction irrespective of whether the shareholders of Grover and Skyline have approved this plan.

6. **Waiver; Amendment.** Any of the terms or conditions of this plan may be waived at any time by action taken by the board of directors of whichever of the corporations is, or the shareholders of which are entitled to the benefit thereof, or may be amended or modified in whole or in part by an agreement in writing after authorization of the boards of directors of the corporations at any time prior to the approval of this plan by the shareholders of Skyline.

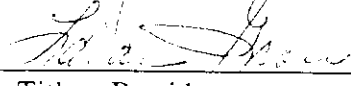
7. **Stock Issuance.** Following the effective date of Merger, it is agreed that new certificates of stock shall be issued in Grover for convenience to identify all shareholders therein.

Said stock shall be issued following the merger:

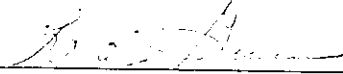
LaVar Grover, as his sole and separate property as to income and principal	297.5 shares
LaVar Grover, as Trustee of the Doris M. Grover Testamentary Trust--Unified Credit Shelter Portion	103.26 shares
LaVar Grover, as Trustee of the Doris M. Grover Testamentary Trust--QTIP Portion	194.24 shares
Barbara Grover Dalley	10.0 shares
Gerald L. Grover	10.0 shares
Douglas M. Grover	10.0 shares

IN WITNESS WHEREOF the parties hereto have caused this plan to be duly executed on the date first above written.

SKYLINE TRANSPORTATION, INC.

By:   
Title: President

GROVER CONSTRUCTION CO., INC.

By:   
Title: President