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ARTICLES OF MERGER
CREDIT BUREAU OF JEROME, INC. WITH CREDIT BUREAU OF TWIN FALLS, INC.

The plan of the Werger is as follows:

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- 1. Credit Bureau of Jerome, Inc., a Idaho Corporation, will merge with the Credit Bureau of Twin Falls, Inc., a Idaho Corporation, on December 1, 1989. The Credit Bureau of Twin Falls, Inc. will be the surviving Corporation. The Credit Bureau of Jerome, Inc. will be the non-surviving Corporation.
- 2. The Credit Bureau of Jerome, Inc. will try to sell the old assets which are not needed and mostly depreciated. The sale can be done in auction or to a private party.
- 3. Credit Bureau of Jerome, Inc., should notify their collection members of the merger in November and the Credit Reporting members will be notified by the Credit Bureau of Twin Falls, Inc. in November.
- 4. George Hughes will close the Credit Bureau of Jerome, Inc. Savings Account in November, and the Court Costs Account and General Account will be closed in December if the checks have cleared. The payroll Account will be closed in December or January. The Trust Account will be closed when the clients have cashed their checks. The monies will be transferred to the General Account of the Credit Bureau of Jerome, Inc.; which in turn, will be transferred to Credit Bureau of Twin Falls, Inc.

In the event the General Account has been closed, then the monies will be transferred directly to the Credit Bureau of Twin Falls, Inc.

- 5. Credit Bureau of Jerome, Inc. employees Janet Freestone and Dino Seale will transfer to Credit Bureau of Twin Falls, Inc.
- 6. Credit Bureau of Twin Falls, Inc. will pay for any legal or accounting costs of the merger.
- 7. George M. Hughes will be paid his regular salary and his Administration and Consulting fee in December, 1989, as he will be doing the P & L, closing the bank accounts, doing the final depreciation schedule, taking the tax information to the accountant and preparing the quarterly taxes.
- 8. The Credit Bureau of Jerome, Inc. will assign all of their Judgments to the Credit Bureau of Twin Falls, Inc.
- 9. If any taxes for the Credit Bureau of Jerome, Inc. are owed for 1989, they will be paid from the General Account of the Credit Bureau of Jerome, Inc. before the account is closed.

- 10. Credit Bureau of Jerome, Inc. will receive in December, any money deposited into Twin Falls Accounts on joint Credit Bureau members in November plus their share of Revenue Sharing received in November, less the costs of reports and supplies furnished by the Credit Bureau of Twin Falls, Inc.
- 11. The Credit Bureau of Jerome, Inc. will pay any bills of theirs received after November 30, 1989 upto December 31, 1989. Any bill received after December 31, 1989 will be paid by the Credit Bureau of Twin Falls, Inc.
- 12. George M. Hughes notified Tom Able, Department of Finance, of the merger and he stated that the Collection License of the Credit Bureau of Jerome, Inc. must be sent back to the State along with a letter of the merger. George Hughes will do this.
- 13. The Credit Bureau of Jerome, Inc. will cancel both Insurance Policies as of November 30, 1989, and notify American Collectors Association and Associated Credit Bureaus, Inc. of the merger. American Collectors Association has already been notified by George Hughes.
- 14. The Credit Bureau of Twin Falls, Inc. will have to establish a new collection unit and order the equipment and have it in place by December 1, 1989. This has been done.
- 15. The 210 Shares of the Credit Bureau of Jerome, Inc. stock outstanding, all owned by George M. Hughes, will be cancelled and George M. Hughes will be issued stock of the Credit Bureau of Twin Falls, Inc. for the value of Credit Bureau of Jerome, Inc. assets transferred to the Credit Bureau of Twin Falls, Inc. The market value of one stock of Credit Bureau of Twin Falls, Inc. is now \$1,900.00.
- 16. The Credit Bureau of Jerome, Inc. collection files and all of the equipment not sold will be moved to the Credit Bureau of Twin Falls, Inc. on November 30, 1989. The rent lease of the Credit Bureau of Jerome, Inc. will terminate on November 30, 1989. All of the Utilities of the Credit Bureau of Jerome, Inc. will be terminated on November 30, 1989.

The Credit Bureau of Jerome, Inc. has 210 shares of outstanding stock. The Credit Bureau of Twin Falls, Inc. has 300 shares of outstanding stock.

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George Hughes, who owns all of the outstanding stock of both Corporations, voted for the merger in two different stockholders meetings held for both Corporations.

This completes the Articles of Merger.

George M. Hughes Secretary-Treasurer

Credit Bureau of Jerome, Inc.

Date 1/-16-89

President

Credit Bureau of Jerome, Inc. Date ___//-16-89

Verified by:

Janet Freestone Wice-President

Credit Bureau of Jerome, Inc. Date //-/6-89

Secretary

Credit Bureau of Twin Falls, Inc.

Date <u>//-/6-89</u>

President

Credit Bureau of Twin Falls, Inc.

Date <u>//-/6-89</u>

Verified by:

Dawn Holland

Vice-President

Credit Bureau of Twin Falls, Inc.

Date 11-16-81

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VERIFICATION 39 HOW CO FM 1 57

STATE OF IDAHO) ss
COUNTY OF TWIN FALLS)
I, D. SEALE , a notary public, do
hereby certify that on this 29thday of Novmeber 1989,
personally appeared before me GEORGE M. HUGHES , who,
being by me first duly sworn, declared that he is the
PRESIDENT OF CREDIT BUREAU OF TWIN FALLS,
INC.
that he signed the foregoing document as ARTICLES OF MERGER
of the corporation, and that the statements therein
contained are true.
Notary Public for Idaho
(Notarial Seal) Residing at: Jerome, Idaho
My Commission Expires: 7-15-92

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VERIFICATION

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STATE OF IDAHO)
COUNTY OF TWIN FALLS)
I, D. SEALE , a notary public, do
hereby certify that on this 29th day of November 1989,
personally appeared before me GEORGE M. HUGHES , who,
being by me first duly sworn, declared that he is the
PRESIDENT OF CREDIT BUREAU OF JEROME, INC.
that he signed the foregoing document as ARTICLES OF MERGER
of the corporation, and that the statements therein
contained are true.
(Notarial Seal) Residing at: Jerome, Idaho My Commission Expires: 7-15-92