

STATE OF IDAHO)
; SE.
COUNTY OF ADA)

I, Ben Dierdorff, Commissioner of Finance of
the state of Idaho, do hereby certify that the Agreement
of Merger, of which the hereunto attached is a true copy,
was filed in my office on the 21st day of November,
1933, and that I have, and do hereby approve the said
Agreement of Merger in form and contents.

Dated at Boise, Idaho, this 24th day of
November, 1933.

Ben Dierdorff
COMMISSIONER OF FINANCE

OF THE STATE OF IDAHO

AGREEMENT OF MERGER

THIS AGREEMENT made between Anderson Bros. Bank, a banking association organized under the laws of the state of Idaho, with capital stock of One Hundred Fifty Thousand Dollars (\$150,000.00) divided into One Thousand Five Hundred (1,500) shares of One Hundred Dollars (\$100.00) each, the party of the first part, and the First Security Bank of Boise, a banking association, organized under the laws of the state of Idaho, with capital stock of One Hundred Fifty Thousand Dollars (\$150,000.00) divided into One Thousand Five Hundred (1,500) shares of One Hundred Dollars (\$100.00) each, and the First Security Bank of Pocatello, a banking association organized under the laws of the state of Idaho, with capital stock of One Hundred Thousand Dollars (\$100,000.00) divided into Two Thousand (2,000) shares of Fifty Dollars (\$50.00) each, the parties of the second part, such parties of the second part being sometimes hereinafter referred to as the "Merging Banks", each acting for itself and not one for the other or others, and each acting pursuant to a resolution of its Board of Directors and by a majority of said Board, pursuant to the authority given by and in accordance with the provisions of the Idaho Code Annotated, 1952, and additions and amendments thereto, WITNESSETH:

1. Each of the merging banks is hereby merged into the party of the first part under the Articles of Incorporation and charter of the party of the first part.

2. The parties hereto agree that the Articles of Incorporation of the party of the first part may and shall be amended so as to provide:

(a) That the name of the party of the first part shall be "First Security Bank of Idaho";

(b) That the places where its banking house and offices shall be located and its business conducted shall be as follows: For a period of one day after the effective date of this amendment, its main office or principal place of business shall be at Idaho Falls, Bonneville County, Idaho, with two branch offices in the following locations in the state of Idaho: Boise, Ada County; Pocatello, Bannock County. After the expiration of one day from the effective date of this amendment, its main office or principal place of business shall be at Boise, Ada County, Idaho, with two branch banking offices in the following locations in the state of Idaho: Idaho Falls, Bonneville County, and Pocatello, Bannock County, and with such additional branch banking offices as shall hereafter be operated according to law.

(c) That the amount of the capital stock of the party of the first part shall be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), of which Five Hundred Thousand Dollars (\$500,000.00) shall be common stock, and Seven Hundred Fifty Thousand Dollars (\$750,000.00) shall be preferred stock, having such special rights, preferences, privileges, immunities, qualifications and restrictions as to voting, dividends, redemption, retirement, participation in corporate assets, preemptive subscription rights, and/or otherwise, not common to its other stock, as may be prescribed or approved by Reconstruction Finance Corporation and the Commissioner of Finance of the State of Idaho, and as may be conformable to law,

(d) That the Board of Directors of the party of the first part shall consist of such number of shareholders, not less than five, nor more than twenty-five, as from time to time shall be determined by a majority of the votes to which all of the shareholders at the time are entitled, and the following persons: M. S. Eccles, J. L. Driscoll, E. B. Bolte, C. I. Canfield, Victor Austin, R. J. Comstock, Jr., and George S. Eccles, shall constitute the Board of Directors of the party of the first part, and M. S. Eccles shall be President, J. L. Driscoll shall be Executive Vice-President, C. I. Canfield, E. B. Bolte and R. J. Comstock, Jr., shall be Vice-Presidents, C. D. Rankin shall be Cashier, and F. D. Quinn shall be Assistant Cashier, to hold their offices as such until the regular annual meeting takes place pursuant to the Seventh Article of the articles of incorporation, and until their successors are chosen and have qualified. The number of directors elected at each annual meeting shall constitute the board for the year, all vacancies to be filled in accordance with Article Fourth of the articles of incorporation.

That there shall also be a president, such number of vice presidents, to be numbered consecutively, as the Board shall from time to time elect, a secretary and a cashier, whose terms of office shall be one year, and until their successors shall be elected and qualified.

That the president, the vice presidents, the secretary and the cashier shall be elected by the Board of Directors. The president shall be, and the vice presidents, the secretary and the cashier may be members of the board. The Board of Directors or the executive committee, if any, may appoint from time to time such assistant cashiers, branch managers, assistant branch managers, trust officers and assistant trust officers as may be deemed expedient, and may remove any or all thereof at will.

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3. It is mutually agreed, that on the date of the merger, the capital stock of the party of the first part shall be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) of which Five Hundred Thousand Dollars (\$500,000.00) shall be common and Seven Hundred Fifty Thousand Dollars (\$750,000.00) preferred stock, and its surplus shall be Two Hundred Fifty Thousand Dollars (\$250,000.00).

4. It is mutually agreed that of the common capital stock of the party of the first part, Seven hundred sixty-six (766) shares shall be allotted to the shareholders of the party of the first part, in exchange for the fifteen hundred (1500) shares of its capital stock now outstanding, and eleven hundred fifty-two (1152) shares of such common stock shall be allotted to the shareholders of the First Security Bank of Boise, and three hundred forty-two (342) shares of such common stock shall be allotted to the shareholders of the First Security Bank of Pocatello. The shares of stock of both of the merging banks shall, at the effective date of the merger, be and become cancelled and extinguished, without further act, subject, however, to the rights of dissenting shareholders as provided by law. The certificates for the allotted shares shall be delivered to the respective shareholders of the parties hereto only on surrender of their respective stock certificates in the respective parties to this agreement, duly endorsed for cancellation. The remaining two thousand seven hundred forty shares of common stock shall be issued for cash at One Hundred Seventy-Four and 36/100 Dollars (\$174.36) per share and shall be offered pro rata to the present shareholders of the party of the first part. All of the shares which shall not be subscribed or paid for by them shall be sold for cash on such terms and conditions and to such persons as the Board of Directors shall determine.

All of the shares of preferred stock which shall not be subscribed or paid for by them shall be offered at par to the Reconstruction Finance Corporation or other governmental agency, or to other persons as the Board of Directors of the party of the first part may determine.

5. It is further mutually agreed that each of the merging banks, on the effective date of the merger, in payment for the proportion due its shareholders of the shares of stock of the party of the first part, to be issued to the shareholders of the merging banks, and in payment for the assumption by the party of the first part of all liabilities of such merging bank, shall contribute to the party of the first part all its property of every nature, real, personal, and mixed, and all debts due to it on whatever account, including choses in action,

and good will, and all thereof shall be taken and deemed to be transferred to and vested in the party of the first part, without further act or deed, and thenceupon the party of the first part shall be responsible for all the liabilities and obligations of each of the merging banks in the same manner as if it had itself incurred such liabilities or obligations. All assets of the merging banks shall be taken over and accepted by the party of the first part at the valuations at which the same stand on the books of the respective merging banks on the effective date of the merger.

6. This merger shall become effective when it shall have been consented to by the shareholders of each of said associations owning at least two-thirds of the capital stock outstanding, such consent to be expressed by their signatures hereto, and shall have been approved by the Commissioner of Finance and filed in the office of the Secretary of State.

7. Nothing herein contained shall be construed to prevent the party of the first part amending its articles of incorporation at any time hereafter in any manner permitted by law.

WITNESS the signatures and seals of said associations on the respective dates appearing in the various certificates of acknowledgement following said signatures, each hereto set by the President or a Vice-President, and attested by the Cashier, pursuant to a resolution of the Board of Directors, acting by a majority thereof, and witness the signatures hereto of a majority of each of said Board of Directors and the signature of the stockholder of record holding at least two-thirds of the issued capital stock of each of the parties hereto.

ANDERSON BROS. BANK

By W. M. Ditt
Cashier

By W. M. Ditt
Vice-President

W. M. Ditt
W. M. Ditt
W. M. Ditt

A majority of the Directors of
Anderson Bros. Bank

FIRST SECURITY CORPORATION
OF CHICAGO

By W. M. Ditt
President
Stockholder of Anderson Bros. Bank owning more than two-thirds
of the shares of capital stock.

STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss.

On this 21 day of October, in the year 1933,
before me, Lois M. Harmer, a Notary Public in and for said
County and State, personally appeared Victor Austin, known to
me to be the Vice-President of Anderson Bros. Bank, the
corporation that executed the within instrument, and acknow-
ledged to me that such corporation executed the same.

Lois M. Harmer
Notary Public
Residing at Idaho Falls, Idaho

My commission expires:

June 20-1937

STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss.

On this 21 day of October, in the year 1933,
before me, Lois M. Harmer, a Notary Public in and for
said County and State, personally appeared M. M. Hitt,
Victor Austin, Christian Anderson, F. E. Michaelbarger, and
C. I. Canfield, known to me to be the majority of the Board
of Directors of Anderson Bros. Bank, and to be the persons
whose names are subscribed to the within instrument, as such
directors, and acknowledged to me that they executed the same.

Lois M. Harmer
Notary Public
Residing at Idaho Falls, Idaho

My commission expires:

June 20-1937

STATE OF UTAH)
COUNTY OF WEBER) ss.

On this 24 day of October, in the year 1933,
before me W. L. Wilson, a Notary Public in and for said
County and State, personally appeared M. S. Eccles, known to
me to be the President of the First Security Corporation of
Ogden, the corporation that executed the within instrument,
and acknowledged to me that such corporation executed the
same.

W. L. Wilson
Notary Public
Residing at Ogden, Utah

My commission expires:

Sept 26, 1936

APPEAL:

ATTEST: John C. Cashier

FIRST SECURITY BANK OF BOISE

B

President

Mr. Williamson
Bens Central
Waggon
Waggon
Waggon

Majority of the Directors of
First Security Bank of Boise.

PINE SECURITY CORPORATION OF OREGON

By

President

Stockholder of First Security
Bank of Boise owning more than
Two-thirds of the shares of
capital stock.

STATE OF IDAHO
COUNTY OF ADAM

On this 20 day of October, in the year 1935,
before me James E. Briscoe, a Notary Public in and for
said County and State, personally appeared J. L. Driscoll,
known to me to be the President of First Security Bank of
Boise, the corporation that executed the within instrument,
and acknowledged to me that such corporation executed the
same.

My commission expires;

4-17-36

STATE OF IDAHO)
COUNTY OF ADA) SS.

On this 21 day of October, in the year 1933,
before me Florence L. Lassace, a Notary Public in and for
said County and State, personally appeared John D. Daly, E. W.
Tucker, R. M. Morrison, S. L. Brookover, J. L. Driscoll, W. S.
Whitehead, Ben S. Instman, R. J. Sommestook, O. H. Allen, known
to me to be the majority of the Board of Directors of First
Security Bank of Boise, and to be the persons whose names are
subscribed to the within instrument, as such directors, and
acknowledged to me that they executed the same.

My commission expires:

4-17-36

Florence L. Lassace
Notary Public
Residing at Boise, Idaho

STATE OF UTAH)
COUNTY OF UTAH) SS.

On this 21 day of October, in the year 1933,
before me W. L. Wilson, a Notary Public in and for said
County and State, personally appeared M. S. Eccles, known to me
to be the President of First Security Corporation of Ogden,
the corporation that executed the within instrument, and
acknowledged to me that such corporation executed the same.

My commission expires:

Sept 26, 1936

W. L. Wilson
Notary Public
Residing at Ogden, Utah

ATTEST:
H. D. Service
Secretary

FIRST SECURITY BANK OF POCATELLO

BY J. C. Galbraith
Vice-President

~~H. D. Service~~
~~J. C. Galbraith~~
~~J. C. Bixby~~
~~H. D. Service~~
Majority of the Directors of
First Security Bank of Pocatello.

FIRST SECURITY CORPORATION
OF OREGON

BY H. D. Service President
Stockholder of First Security Bank of Pocatello
owning more than two-thirds of the shares of capital stock.

STATE OF IDAHO
COUNTY OF BANNOCK } SS.

On this 21st day of October, in the year 1933,
before me, J. C. Galbraith, a Notary Public in and for said
county and state, personally appeared J. C. Galbraith, known to me
to be the Vice-President of First Security Bank of Pocatello, the
corporation that executed the within instrument, and acknowledged to
me that such corporation executed the same.

My commission expires:

Jan 14, 1931

J. C. Galbraith
Notary Public
Residing at Pocatello, Idaho.

STATE OF IDAHO }
COUNTY OF BACON } SS.

On this 21st day of October, in the year 1933, before me, a Notary Public in and for such county and state, personally appeared Mr. S. Eccles, J. C. Galbraith, T. B. Jones, W. D. Sowvico and L. E. Byer, known to me to be the majority of the Board of Directors of First Security Bank of Pocatello, and to be the persons whose names are subscribed to the within instrument, as such directors, and acknowledged to me that they executed the same.


Notary Public
Residing at Pocatello, Idaho

My commission expires:

Jan 14 - 1931

STATE OF UTAH }
COUNTY OF WENAT } SS.

On this 24th day of October, in the year 1933, before me, W. L. Wilson, a Notary Public in and for such county and state, personally appeared Mr. S. Eccles, known to me to be the President of First Security Corporation of Ogden, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.


Notary Public
Residing at Ogden, Utah

My commission expires:

Dec 26, 1936