

AGREEMENT OF MERGER BETWEEN
HEMENWAY & MOSER CO. OF BOISE
AND
HEMENWAY & MOSER CO. OF TWIN FALLS

THIS AGREEMENT OF MERGER, dated the 26th day of October, 1965, by and between HEMENWAY & MOSER CO. OF BOISE, a corporation organized and existing under the laws of the State of Idaho (hereinafter referred to as "Boise"), and HEMENWAY & MOSER CO. OF TWIN FALLS, a corporation organized and existing under the laws of the State of Idaho (hereinafter referred to as "Twin Falls"):

W I T N E S S E T H:

WHEREAS, the Articles of Incorporation of Boise were filed in the office of the Secretary of State of Idaho on the 1st day of November, 1962, and Boise has an authorized capital stock consisting of 100,000 shares of common stock, par value One Dollar (\$1.00) per share, of which 3,000 shares have been validly issued and are now outstanding; and

WHEREAS, the Articles of Incorporation of Twin Falls were filed in the office of the Secretary of State of Idaho on the 1st day of November, 1962, and Twin Falls has an authorized capital stock consisting of 100,000 shares of common stock, par value One Dollar (\$1.00) per share, of which 2,000 shares have been validly issued and are now outstanding; and

WHEREAS, the Corporation Code of the State of Idaho authorizes the merger of two corporations organized under the laws of the State of Idaho; and

WHEREAS, the Board of Directors of each of said corporations, parties hereto, to the end that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished, do deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders that Boise merge into itself Twin Falls;

NOW, THEREFORE, Boise and Twin Falls, by and between their respective Board of Directors, have agreed and do hereby agree with each other that Boise merge into itself Twin Falls, and that Twin Falls shall be merged into Boise pursuant to the provisions of the Corporation Code of the State of Idaho and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect, as follows:

FIRST: Twin Falls shall be and hereby is merged into Boise and Boise hereby merges Twin Falls into itself. Boise shall be the surviving corporation, and shall be governed by the laws of the State of Idaho, and shall sometimes hereinafter be referred to as the "Corporation".

SECOND: The Articles of Incorporation of Hemenway & Moser Co. of Boise, as on file with the Secretary of State of Idaho shall constitute the Articles of Incorporation of the Corporation,, and until amended may be separately certified as such, by the Secretary of State of Idaho.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the Corporation shall be as follows:

Upon the effective date of the merger herein provided for:

(a) The 2,000 shares of common stock of the par value of \$1.00 each of Twin Falls outstanding shall be converted into 2,000 shares of common stock of the par value of \$1.00 each of the Corporation. Such conversion shall be made on the basis of One (1) share of common stock of the corporation for each One (1) shares of common stock of Twin Falls, and each holder of shares of common stock of Twin Falls shall be deemed to be the holder of the number of shares of common stock of the Corporation resulting from the conversion on such basis of such shares of Twin Falls, provided, however, that the Corporation shall not be required upon any such conversion to issue certificates representing any fraction of a share of common stock, but shall purchase such fractional interest

for cash in the amount of \$ 1.00 a share;

(b) Each holder of an outstanding certificate or certificates representing shares of common stock of Twin Falls shall be entitled, upon the surrender of such certificate or certificates at an office or agency of the Corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of Corporation into which the shares of common stock of Twin Falls represented by the certificate or certificates so surrendered shall have been converted; provided, however, that holders of outstanding certificates representing shares of common stock of Twin Falls shall not be entitled to receive payment of any dividend and shall not be accorded any other rights with respect to their shares until they have surrendered their certificates or shares of Twin Falls as hereinabove provided.

FOURTH: The terms and conditions of the merger are as follows:

(a) The present directors and officers of Boise shall be and remain the directors and officers of the Corporation and shall hold office until their respective successors shall be elected and shall qualify.

(b) The Corporation shall pay all expenses of carrying this agreement into effect and of accomplishing the merger.

(c) Upon the effective date of the merger herein provided for, the separate existence of Boise shall be subject to all the restrictions, disabilities and duties of each of the corporations parties to this agreement and all and singular the rights, privileges powers and franchises of each of the corporations parties to this agreement, and all property, real, personal and mixed, and all debts due to either of the corporations parties to this agreement on whatever account shall be vested in the Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property

of the Corporation as they were of the respective corporations parties to this agreement; but all rights of creditors and all liens upon any property of either of the corporations parties to this agreement shall be preserved unimpaired and all debts, liabilities, and duties of the respective corporations parties to this agreement shall thenceforth attach to the Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

(d) If at any time the Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Corporation, according to the terms hereof, the title to any property or rights of Twin Falls, the proper officers and directors of Twin Falls shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Corporation, and otherwise carry out the purposes of this agreement.


(e) Upon the effective date of the merger, the assets and liabilities of the corporations parties to this agreement shall be carried on the books of the Corporation at the amounts at which they respectively shall be carried on such date on the books of the corporations parties to this agreement. The capital surplus and earned surplus of the Corporation shall be the sum of the respective capital surpluses and earned surpluses of the corporations parties to this agreement, subject in each case to such intercompany adjustments or eliminations as may be required to give effect to the merger. The aggregate amount of the net assets of the corporations parties to this agreement which was legally available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the Corporation.

(f) This agreement may be terminated and the merger herein provided for may be abandoned (1) by the Board of Directors of either of the corporations parties to this agreement prior to its approval by the stockholders, (2) by mutual consent of the Boards of Directors of both corporations parties to this agreement prior to the effective date of the merger, or (3) by the Board of Directors of either of the corporations parties to this agreement if any ruling made by the Internal Revenue Service with respect to the transactions contemplated by this agreement is unsatisfactory in substance to such board.

FIFTH: This agreement shall be filed in the office of the Secretary of State of Idaho, together with any other documents required by the laws of Idaho. Upon such filing and recording of this agreement, the merger herein provided for shall be and become effective at the opening of business on the 1st day of the calendar month following the calendar month within which the day of such filing occurred, and said first day of said following calendar month shall be the "effective date" of said merger.

IN WITNESS WHEREOF, HEMENWAY & MOSER CO. OF BOISE, pursuant to authority duly given by its Board of Directors, has caused this agreement to be duly executed by its Directors.

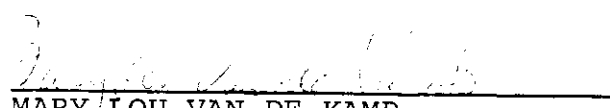
HEMENWAY & MOSER CO. OF BOISE

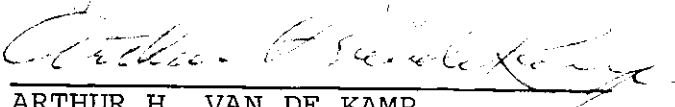

L. W. CRACROFT

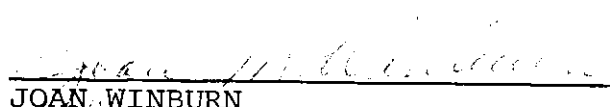

GRETCHEN S. MOSER


SLACK W. WINBURN


C. L. INGLEBY

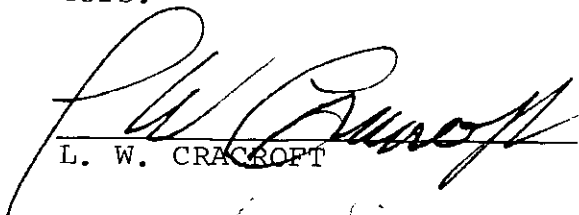

MARY LOU VAN DE KAMP



ARTHUR H. VAN DE KAMP



JOAN WINBURN

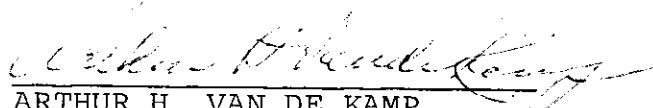
Its Directors.

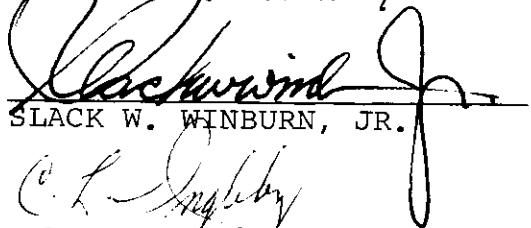
IN WITNESS WHEREOF, HEMENWAY & MOSER CO. OF TWIN FALLS
has caused this agreement to be duly executed by its direc-
tors.

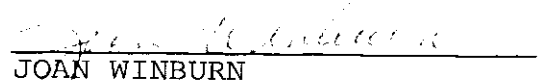

L. W. CRACROFT

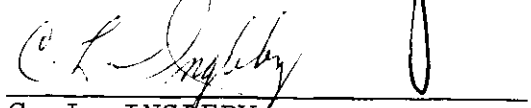

MARY LOU VAN DE KAMP


GRETCHEN S. MOSER


ARTHUR H. VAN DE KAMP


SLACK W. WINBURN, JR.


JOAN WINBURN


C. L. INGLEYBY

The undersigned, secretary of Hemenway & Moser Co. of Boise, one of the corporations mentioned in the within agreement of merger, on behalf of said corporation, certifies as follows: The within agreement of merger has been submitted to the stockholders of said corporation at a meeting thereof duly called and held, in accordance with the laws of the State of Idaho, on the 26th day of October, 1965, and at said meeting said agreement was considered and a vote by ballot in person or by proxy taken for the adoption or rejection of said agreement, and the votes of the stockholders of said corporation representing 3,000 shares of its capital stock, being all of the shares of said capital stock issued and outstanding and entitled to vote, were for the adoption of said agreement and voted therefor.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of said corporation this 26th day of October, 1965.


SECRETARY

The undersigned, secretary of Hemenway & Moser Co. of Twin Falls, one of the corporations mentioned in the within agreement of merger, on behalf of said corporation, certifies as follows: The within agreement of merger has been submitted to the stockholders of said corporation at a meeting thereof duly called and held, in accordance with the laws of the State of Idaho, on the 26th day of October, 1965, and at said meeting said agreement was considered and a vote by ballot in person or by proxy taken for the adoption or rejection of said agreement, and the votes of the stockholders of said corporation representing 2,000 shares of its capital stock, being all of the shares of said capital stock issued and outstanding and entitled to vote, were for the adoption of said agreement and voted therefor.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of said corporation this 26th day of October, 1965.

Gutchen S. Moser
SECRETARY

The within agreement of merger adopted by Hemenway & Moser Co. of Boise and Hemenway & Moser Co. of Twin Falls is hereby executed by said corporations respectively.

IN WITNESS WHEREOF, this agreement has been signed by the president and secretary of Hemenway & Moser Co. of Boise this 26th day of October and by the president and secretary of Hemenway & Moser Co. of Twin Falls this 26th day of October, 1965, under the respective corporate seals thereof and has been duly acknowledged by the president of Hemenway & Moser Co. of Boise and Hemenway & Moser Co. of Twin Falls.

Hemenway & Moser Co. of Boise

P. C. Causoff
President

Gutchen S. Moser
Secretary

Hemenway & Moser Co. of Twin Falls

P. C. Causoff
President
Gutchen S. Moser
Secretary

STATE OF UTAH

SS:

COUNTY OF SALT LAKE

I, Lena D. Bohn, a notary public, do hereby certify that on this 26th day of October, 1965, personally appeared before me L. W. Cracroft, who, being by me first duly sworn, declared that he is the president of Hemenway & Moser Co. of Boise. That he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of October, A. D., 1965.

My commission expires:

Lena D. Bohn
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH

SS:

COUNTY OF SALT LAKE

I, Lena D. Bohn, a notary public, do hereby certify that on this 26th day of October, 1965, personally appeared before me L. W. Cracroft, who, being by me first duly sworn, declared that he is the president of Hemenway & Moser Co. of Twin Falls. That he signed the foregoing document as president of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of October, A. D., 1965.

My commission expires:

Lena D. Bohn
Notary Public
Residing at Salt Lake City, Utah