

THE STATE OF NEVADA



DEPARTMENT OF STATE

I, JOHN KOONTZ, the duly elected, qualified and acting Secretary of State of the State of Nevada, do hereby certify that the annexed is a true, full and correct transcript of

AGREEMENT OF MERGER

MERGING

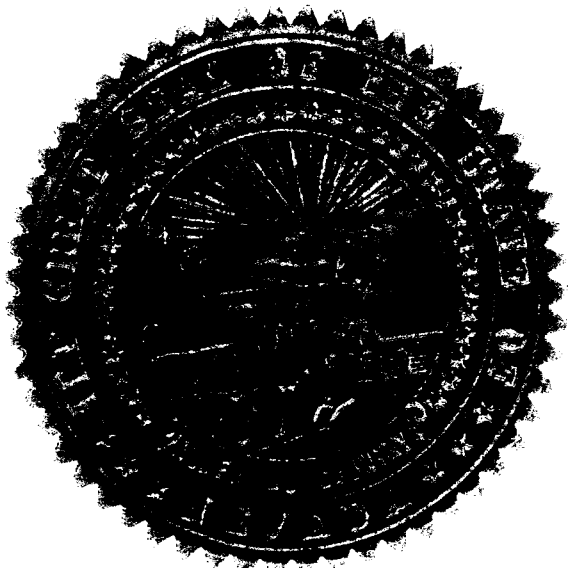
VALLEY CREDIT COMPANY
(An Idaho Corporation)

INTO

STEIN McMURRAY INSURANCE, INC.
(A Nevada Corporation)

as the same appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the Great Seal of State, at my office
in Carson City, Nevada, this 6TH day
of APRIL A. D. 1966



Secretary of State

By _____

Deputy

AGREEMENT OF MERGER
STEIN McMURRAY INSURANCE, INC.
AND
VALLEY CREDIT COMPANY

STEIN McMURRAY INSURANCE, INC., is to continue as the surviving corporation.

JOINT AGREEMENT OF MERGER, entered into this 29th day of March, 1966, (hereinafter called "Agreement") by and between STEIN McMURRAY INSURANCE, INC., a corporation of the State of Nevada, hereinafter called "Stein McMurray", and VALLEY CREDIT COMPANY, formerly The Valley Insurance Company, a corporation of the State of Idaho, hereinafter called "Valley" and their respective Boards of Directors, which two corporations are herein sometimes called "The Constituent Corporations".

WITNESSETH:

The authorized capital stock of Stein McMurray consists of Two Thousand Shares (2,000) of a par value of One Hundred Dollars (\$100.00) each, of which at the date hereof, 90 common shares are outstanding.

The authorized shares of Valley consist of Fifty Shares (50) of Common Stock of a par value of One Hundred Dollars (\$100.00) each, of which 50 shares at the date hereof are outstanding.

The Constituent Corporations and their respective Boards of Directors deem it advisable and for the best interests of each of said corporations and their shareholders that Valley be merged with and into Stein McMurray as authorized by and pursuant to the laws of the State of Nevada, (said merger being hereinafter referred to as the "merger").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and provisions herein contained, and in order to prescribe the terms and conditions of the merger, the mode of carrying the same into effect, and the manner of converting or otherwise dealing in the shares of each of the Constituent Corporations, and to state such other provisions with respect to the merger as are necessary or desirable, the parties hereto agree as follows:

ARTICLE I.

Valley shall be merged with and into Stein McMurray to form a single corporation on the effective date of this merger, as hereinafter defined. Stein McMurray shall continue in existence as the corporation surviving the merger, and as such is hereinafter sometimes called the "Surviving Corporation". The Surviving Corporation shall be considered a domestic corporation under the laws of the State of Nevada.

ARTICLE II.

The Certificate of Incorporation of Stein McMurray shall, upon the effective date of the merger be, and continue to be, until further amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and the Articles of Incorporation of Stein McMurray shall be the Articles of Incorporation of the Surviving Corporation, which Articles of Incorporation are made a part hereof as if fully set forth herein in reference thereto.

ARTICLE III.

The By-Laws of Stein McMurray in effect immediately prior to the date of the merger shall continue in effect as the By-Laws of the Surviving Corporation until and unless amended, or repealed in the manner provided by law.

ARTICLE IV.

The initial Board of Directors of the Surviving Corporation shall consist

of the persons who are the Board of Directors of Stein McMurray immediately prior to the effective date of the merger, and they shall hold office until the next annual meeting of the shareholders succeeding the effective date of the merger, or until the election and qualification of their respective successors. The officers of Stein McMurray shall also continue to hold office under the same conditions.

ARTICLE V.

The manner and basis of converting or otherwise dealing with the shares of each of the Constituent Corporations are set forth in Exhibit A hereto, which exhibit is made a part hereof as if set forth at length herein. The shares of Stein McMurray are not to be changed or converted as a result of the merger and up to the effective date of this agreement, all of the shares of the common stock of Stein McMurray heretofore authorized whether issued or unissued shall be deemed to be the shares of common stock of the surviving corporation and all of the shares of the common stock of Stein McMurray outstanding on the effective date of this agreement shall remain outstanding and shall be deemed to be fully paid and non-assessable, subject to the provisions of this agreement.

ARTICLE VI.

On the effective date of the

(a) The Constituent Corporations shall be the corporation, which shall be Stein McMurray, the Surviving Corporation. The separate existence of Valley shall cease, except insofar as it may be necessary.

(b) The Surviving Corporation shall succeed to and thereupon possess all the rights, privileges, powers and interests of all of a public as of a private nature of each of the Constituent Corporations and all property, real, personal and mixed, of each of the Constituent Corporations, and all of the debts due on whatever account to either of them, including subscriptions, if any,

for shares, and all other things in action belonging to either of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the Surviving Corporation, without further act or deed, and shall thereafter as effectually be the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate, or any interest therein, vested in either of said Constituent Corporations, shall not revert or be in any way impaired by the reason of merger;

(c) The Surviving Corporation shall hereby be responsible for all the liabilities and obligations of both of the Constituent Corporations in the same manner as if the Surviving Corporation itself incurred such liabilities and obligations, but the liabilities of the Constituent Corporations or of their shareholders, directors or officers shall not be affected, nor shall the rights of the creditors thereof, or of any persons dealing with all the Constituent Corporations, or any lien upon the property of any of them (limited to lien to the property subject thereto immediately prior to the effective date of the merger) be impaired by the merger, and any suit or action or proceedings pending by or against either of the Constituent Corporations may be prosecuted to judgment as if merger had not taken place, or the Surviving Corporation may be proceeded against or taken into legal proceedings in any place, all as provided in the respective laws of the State of New York.

ARTICLE VII

This agreement shall be submitted to the shareholders of each of the Constituent Corporations at meetings called separately for that purpose, and the merger shall become effective upon the approval of this agreement and the merger herein provided for by the requisite vote of the shareholders of each of said corporations and the signing, acknowledging, filing and recording of

such documents as may be required under the respective laws of the States of Nevada and Idaho. The term "effective date of the merger" shall be the 31st day of March, 1966, subject to approval as required herein, which approval shall be given not later than three (3) days prior to such effective date, the merger to be effective as of said date if approval is given.

ARTICLE VIII.

Anything herein or elsewhere to the contrary notwithstanding, this agreement and merger herein provided for may be terminated and abandoned at any time before it becomes effective, as provided in Article VII, without action by the shareholders of either Constituent Corporations, by mutual consent of the Board of Directors of both Constituent Corporations.

ARTICLE IX.

The names and postoffice addresses of the Directors of Stein McMurray are as follows: Wanek Stein, 315 South Capitol Boulevard, Boise, Idaho; John McMurray, 315 South Capitol Boulevard, Boise, Idaho; and Wanek R. Stein, 315 South Capitol Boulevard, Boise, Idaho. The officers of the said Stein McMurray are as follows: Wanek Stein, President; John McMurray, Vice-President; and A. J. Weaver, Secretary-Treasurer, all at 315 South Capitol Boulevard, Boise, Idaho. Such Directors and Officers shall be the Directors and Officers of the merged company on the effective date hereof, except for such changes as may be caused by resignation, death or removal for inability to serve or other cause.

ARTICLE X.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, a number of counterparts may be executed, and each executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the undersigned, being a majority of the Boards of Directors of each of the Constituent Corporations, and all of the Directors having voted in favor of entering into the foregoing Merger Agreement at the Director's Meeting of each of the Constituent Corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective seals of each of the Constituent Corporations to be affixed hereto, on the 29th day of March, 1964. Each of the Constituent Corporations have executed said agreement on the date of the vote of its stockholders in favor hereof, by causing its President and Secretary to sign the same and affix its corporate seals thereto.

A MAJORITY OF THE BOARD OF
DIRECTORS OF STEIN McMURRAY
INSURANCE, INC.

ATTEST:

Secretary

A MAJORITY OF THE BOARD OF
DIRECTORS OF VALLEY CREDIT
COMPANY

STEIN McMURRAY INSURANCE, INC.

By: _____
President

VALLEY CREDIT COMPANY

By: _____
President

ATTEST:

Secretary

CERTIFICATE

WE, WANEK STEIN and A. J. WEAVER, respectively the President and Secretary of STEIN-McMURRAY INSURANCE, INC., and WANEK STEIN and JOHN McMURRAY, respectively the President and Secretary of VALLEY CREDIT COMPANY, do hereby certify that the foregoing Merger Agreement, after having been first duly signed by the majority of the Directors of each of the Constituent Corporations, which Board of Directors meetings were separately held at Boise, Idaho, respectively at 10 o'clock and 10:15 o'clock a.m., March 29, 1966, after approval by resolution of the Board of Directors of each corporation, a copy of which two resolutions are attached hereto and made a part hereof as if set forth herein, duly submitted said Merger Agreement to the stockholders of Stein-McMurray Insurance, Inc. and Valley Credit Company, in special meetings of the stockholders thereof, called separately by the Board of Directors of each company for the purpose of considering and taking action on such Merger Agreement, and the same were held on the 29th day of March, 1966, and the holders of 100% of the issued and outstanding stock of each of said corporations being duly represented at each of said meetings and in each event there being filed with the Secretary a written waiver of notice of the time, place and purpose of such meeting in accordance with the By-Laws and the laws respectively of the States of Nevada and California, a vote being taken by ballot for the adoption or rejection of the Merger Agreement. That no terms and conditions of the adoption of the Merger Agreement were imposed by the vote of the shareholders and that the holders of the outstanding common stock of each corporation as set forth hereinabove approved the Merger Agreement, and that said agreements were held upon waiver of notice in accordance with the laws of the States of Idaho and Nevada, signed by all of said stockholders, that the name of the

surviving corporation is Stein McMurray Insurance, Inc., and that the Agreement of Merger as hereinabove set forth of said two corporations is that filed concurrently with this Certificate, pursuant to laws of the States of Idaho and Nevada, contains all the terms and conditions of the Merger Agreement, the Merger Agreement to which the Certificate attached is that as entered between the parties, as adopted by the resolutions of the Directors and stockholders of each of said corporations.

Wanek Stein, President

STEIN McMURRAY INSURANCE, INC.
VALLEY CREDIT COMPANY

A. J. Weaver, Secretary

STEIN McMURRAY INSURANCE, INC.

John McMurray, Secretary

VALLEY CREDIT COMPANY

STATE OF IDAHO)
 : ss
County of Ada)

On this ____ day of March, 1966, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared WANEK STEIN and A. J. WEAVER, known to me to be the President and Secretary respectively of STEIN McMURRAY INSURANCE, INC., and WANEK STEIN and JOHN McMURRAY known to me to be the President and Secretary respectively of VALLEY CREDIT COMPANY, the corporations who executed the within and foregoing certificate, and the within and foregoing Agreement of Merger, and acknowledged to me that they executed the same for and on behalf of said corporation and that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this ____ day of March, 1966.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires:

EXHIBIT "A"

All of the issued and outstanding shares of common stock of Valley Credit Company, consisting of Fifty Shares, shall be exchanged by Stein McMurray Insurance, Inc. for Fifty-five Shares of Stein McMurray Insurance, Inc., which shall be issued 24.75 shares to John McMurray and 30.25 shares to Wanek Stein.

John McMurray