

AGREEMENT OF MERGER OF LOTT SALES, INC. INTO
LOTT ELECTRIC COMPANY

AGREEMENT OF MERGER, dated as of the 2nd day of June, 1969, by and between LOTT ELECTRIC COMPANY, a domestic corporation with its principal office at Burley, Idaho, and its directors, parties of the first part, and LOTT SALES COMPANY, INC., a domestic corporation, with its principal office at Burley, Idaho, and its directors, parties of the second part,

WHEREAS, LOTT ELECTRIC COMPANY is a corporation organized and existing under the laws of the State of Idaho, and LOTT SALES COMPANY, INC., is a corporation organized and existing under the laws of the State of Idaho, having been incorporated on October 1, 1962, under the general corporation laws of that State.

WHEREAS, the Board of Directors of each of said corporations (hereinafter collectively referred to as the constituent corporations) at meetings duly called and held has, by resolution, declared it advisable for the general welfare and advantage of the constituent corporations and their respective stockholders that the constituent corporations merge pursuant to the laws of the State of Idaho so as to form a single corporation, to-wit: LOTT ELECTRIC COMPANY, one of the parties of the first part hereto, which shall be the surviving corporations, respectively, desire that they so merge pursuant to the provisions of this agreement of merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants, and grants herein contained, the parties hereto hereby agree in accordance with the applicable provisions of the laws of the State of Idaho, that LOTT ELECTRIC COMPANY, and LOTT SALES COMPANY, INC. shall be, and they are hereby, merged into a single corporation, to-wit, LOTT ELECTRIC COMPANY, a domestic corporation, one of the parties of the first part hereto, as the surviving corporation, and that LOTT SALES COMPANY, INC., shall merge and it does merge, into LOTT ELECTRIC COMPANY, and that LOTT ELECTRIC COMPANY shall merge and it does hereby merge LOTT SALES COMPANY, INC. into itself; and that the terms and conditions of the merger hereby provided for and the mode of carrying it into effect are, and shall be, as hereinafter set forth.

ARTICLE I

The name of the corporation to survive the merger is LOTT ELECTRIC COMPANY.

ARTICLE II

The identity, existence, purposes, powers, objects, franchise rights and immunities of LOTT ELECTRIC COMPANY shall continue unaffected and unimpaired by the merger hereby provided

for and the corporate franchises, entity, existence and rights of LOTT SALES COMPANY, INC., shall be continued in and merged into LOTT ELECTRIC COMPANY, and LOTT ELECTRIC COMPANY shall be vested therewith. The separate existence and corporate organization of LOTT SALES COMPANY, INC., except in so far as they may be continued by statute, shall cease as soon as this agreement of merger shall have been authorized, adopted, and approved at the meetings of the stockholders of LOTT SALES, INC., and LOTT ELECTRIC COMPANY by the votes of the holders representing all of the total number of outstanding shares of the capital stock entitled to vote thereon of LOTT SALES, INC., by the votes of the holders representing all of the total number of outstanding shares of capital stock entitled to vote thereon, and such facts shall have been certified hereon in the manner required by the provisions of Section 30-152 of the Idaho Code and this agreement of merger so adopted and certified shall have been signed, acknowledged and filed in the office of the Secretary of State of the State of Idaho, and a certified copy thereof shall have been recorded in the office of the Recorder of the County of Minidoka in the State of Idaho, the County Recorder of which LOTT ELECTRIC COMPANY has its original certificate of incorporation recorded, all as required by the provisions of Section 30-108 of the Idaho Code; and thereupon LOTT SALES COMPANY, INC. and LOTT ELECTRIC COMPANY shall become a single corporation, to-wit, LOTT ELECTRIC COMPANY, one of the parties of the first part hereto. The date upon which the constituent corporations shall so become a single corporation is hereinafter sometimes called the "effective date of merger".

ARTICLE III

The By Laws of LOTT ELECTRIC COMPANY in effect immediately prior to the effective date of merger shall be the By Laws of the surviving corporation until the same be altered, amended, or repealed.

ARTICLE IV

The members of the Board of Directors and the officers of LOTT ELECTRIC COMPANY immediately prior to the effective date of merger shall be the members of the Board of Directors and the officers respectively, of the surviving corporation, and they shall continue to hold office until their respective successors shall have been elected and shall qualify pursuant to the By Laws of the surviving corporation.

ARTICLE V

The total of one share of the \$100.00 par value capital stock of the surviving corporation shall be issued in lieu of the stock of the LOTT SALES COMPANY, INC. upon delivery of the stock of LOTT SALES COMPANY, INC. to the surviving corporation for cancellation.

ARTICLE VI

The capital of the surviving corporation upon the effective date of the merger shall be \$100,000.00, consisting of 1000 shares of \$100.00 par value stock.

ARTICLE VII

On the effective date of merger, to-wit, June 30, 1969, all the property, real, personal or mixed of each of the constituent corporations, and all debts due on whatever account to any of them, including choses in action belonging to any of them, and all and singular, the rights, privileges, powers and franchises, as well of a public as of a private nature, and all and every other interest of each of the constituent corporations, shall be taken and vested in, the surviving corporation without further act or deed, and shall be thereafter as effectually the property of the surviving corporation as they were of the respective constituent corporation; and title to any real estate, whether vested by deed or otherwise in any of the constituent corporations, shall not revert or be in any way impaired by reason of the merger; and the surviving corporation shall thenceforth be responsible for all the debts, liabilities, obligations and duties of each of the constituent corporations and all said debts, liabilities, obligations, and duties shall thenceforth attach as if said debts, liabilities, obligations, and duties had been incurred or contracted by the surviving corporation.

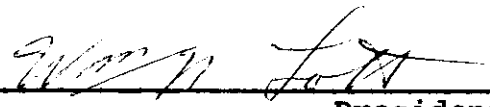
ARTICLE VIII

All expenses incident to the merger shall be paid by the surviving corporation.

IN WITNESS WHEREOF, this agreement of merger has been signed by the directors of LOTT SALES COMPANY, INC. and of LOTT ELECTRIC COMPANY under their respective corporate seals, dated this 20 day of June, 1969.

LOTT SALES COMPANY, INC.

(CORPORATE SEAL)



President

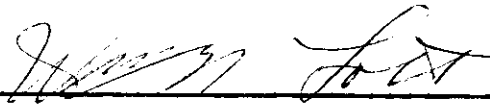
ATTEST:



Secretary

LOTT ELECTRIC COMPANY

(CORPORATE SEAL)



President

ATTEST:



Secretary

STATE OF IDAHO)
) ss.
County of Minidoka)

The undersigned Secretary of LOTT SALES COMPANY, INC. one of the corporations described in and a party to the foregoing agreement, hereby certifies that the agreement was submitted to the stockholders of the corporation at a meeting thereof, called separately for a meeting of the stockholders of the Lott Sales Company, Inc., for the purpose of taking the agreement into a consideration and duly held on June 2nd 1969, at the corporation's principal place of business and that a vote by ballot, in person or proxy, was duly taken and 100% of all stockholders were for the adoption of the agreement.

(SEAL)


Secretary

STATE OF IDAHO)
) ss.
County of Minidoka)

The undersigned Secretary of LOTT ELECTRIC COMPANY, one of the corporations described in and a party to the foregoing agreement, hereby certifies that the agreement was submitted to the stockholders of the corporation at a meeting thereof, called separately for a meeting of the stockholders of the Lott Electric Company, for the purpose of taking the agreement into consideration and duly held on June _____, 1969, at the corporation's principal place of business and that a vote by ballot, in person or proxy, was duly taken and 100% of all stockholders were for the adoption of the agreement.

(SEAL)


Secretary

The foregoing agreement of merger having been duly adopted by the stockholders of each of the corporation's parties thereto, and the fact of adoption thereof as aforesaid having been duly certified by the secretary at the extraordinary meeting of stockholders of each of the corporation parties hereto,

all in accordance with the law, the agreement of merger is hereby signed in the name and on behalf of each of the corporations by their respective presidents and by their respective secretaries under the respective corporate seals of the corporations this 20 day of June, 1969.

LOTT ELECTRIC COMPANY

ATTEST:

Fern West
Secretary

William N. Lott
President

LOTT SALES COMPANY, INC.

ATTEST:

Fern West
Secretary

William N. Lott
President

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 20 day of June, 1969, before me, the undersigned Notary Public in and for said State, personally appeared William N. Lott and Fern West, known to me to be the President and Secretary respectively of Lott Sales Company, Inc. and Lott Electric Company the Corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Larry R. Bell
Notary Public
Residing at Rupert, Idaho
My Commission Expires: 4-1-78