

53497

# State of Idaho

## Department of State

### CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Merger of AMERICAN BANK OF COMMERCE, an Idaho corporation, into FIRST SECURITY BANK OF IDAHO, N.A., a national banking association, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of Merger.

Dated: July 15, 1994



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *Sally I Clark*

JUL 15 11 53 AM '94  
SECRETARY OF STATE

ARTICLES OF MERGER  
OF  
AMERICAN BANK OF COMMERCE  
WITH AND INTO  
FIRST SECURITY BANK OF IDAHO, N.A.

IDAHO SECRETARY OF STATE  
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The undersigned entities hereby execute the following  
Articles of Merger:

ARTICLE ONE

The names of the entities proposing to merge (collectively,  
the "Constituent Entities") and the laws under which they are  
organized are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Organization</u>
First Security Bank of Idaho, N.A. American Bank of Commerce	United States of America Idaho

ARTICLE TWO

Attached hereto as Exhibit A is a copy of the Plan and  
Agreement of Merger by and between the Constituent Entities dated  
as of July 15, 1994, (the "Plan") adopted in the manner  
prescribed by the laws of the jurisdictions of organization or  
incorporation of the parties thereto.

ARTICLE THREE

The surviving entity shall be First Security Bank of Idaho,  
N.A., which is a national banking association, and it shall  
continue to be governed by the laws of the United States of  
America. The surviving entity shall continue to use the same  
Articles of Association and Bylaws.

ARTICLE FOUR

The authorized capital stock of each of the Constituent  
Entities is as follows:

<u>Corporation</u>	<u>Class</u>	<u>Number of Shares</u>	<u>Par Value Per Share</u>
First Security Bank of Idaho, N.A.	Common	200,000	\$100.00
American Bank of Commerce	Common	103,500	\$ 10.00

#### ARTICLE FIVE

As to each of the Constituent Entities, the number of shares outstanding, the number of shares entitled to vote, and the designation of shares entitled to vote as a class, are as follows:

<u>Name of Entity and Class of Shares</u>	<u>Total Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>	<u>Designation of Shares Entitled to Vote as a Class</u>
First Security Bank of Idaho, N.A.			
Common	152,770	152,770	None
American Bank of Commerce			
Common	103,500	103,500	None

#### ARTICLE SIX

As to each of the Constituent Entities, the number of shares voted for and against the Plan, respectively, are as follows:

<u>Name of Entity and Class of Shares</u>	<u>Number of Shares Voted For Agreement</u>	<u>Number of Shares Voted Against</u>
First Security Bank of Idaho, N.A.		
Common	152,700	None
American Bank of Commerce		
Common	103,500	None

#### ARTICLE SEVEN

First Security Bank of Idaho, N.A., as the Surviving corporation, hereby agrees:

(i) That it may be served with process in the State of Idaho in any proceeding for the enforcement of any obligation of American Bank of Commerce and in any proceeding for the enforcement of the rights of a dissenting Shareholder of American Bank of Commerce against First Security Bank of Idaho, N.A.; and

(ii) To appoint irrevocably the Secretary of State of the State of Idaho as its agent to accept service of process in any such proceeding; and

(iii) That it will promptly pay to the dissenting shareholders of American Bank of Commerce, if any, the amount, if any, to which such dissenting Shareholder shall be entitled under the laws of the State of Idaho.

#### ARTICLE EIGHT

All provisions of the laws of the jurisdiction in which the Constituent Entities were organized applicable to the proposed merger have been complied with.

#### ARTICLE NINE

This Merger shall become effective as of 5:15 p.m. Mountain Daylight Time on July 15, 1994.

The undersigned hereby state that they have read the foregoing Articles of Merger, are familiar with the contents thereof, and verify and affirm the truthfulness thereof. In witness whereof the undersigned, being thereunder duly

authorized, have executed these Articles of Merger on behalf of the Constituent Entities as of the 15th day of July, 1994.

FIRST SECURITY BANK OF IDAHO, N.A.

By: J. Pat McMurray  
J. Pat McMurray, President

Attest:

Marcy Marrs Timm  
Marcy Marrs Timm, Cashier

AMERICAN BANK OF COMMERCE

By: J. H. L.

Attest:

[Signature]

STATE OF IDAHO )  
COUNTY OF Kootenai ) ss.

On the 15th day of July, 1994, personally appeared before me J. Pat McMurray, by me first duly sworn to be the President of First Security Bank of Idaho, N.A. and to be the person who signed the foregoing Articles of Merger in behalf of such corporation by authority of its bylaws and a resolution adopted by its board of directors, and he acknowledged to me that such corporation executed the same, and verified that the information contained therein is true and correct.

[Signature]  
Notary Public  
Residing at Post Falls, Idaho

My commission expires:

March 19, 1999

STATE OF IDAHO )  
                  : ss.  
COUNTY OF ADA )

On the 15th day of July, 1994, personally appeared before me  
Jerry L. CAVEN, by me first duly sworn to be the  
Chairman of American Bank of Commerce and to be the  
person who signed the foregoing Articles of Merger in behalf of  
such corporation by authority of its bylaws and a resolution  
adopted by its board of directors, and he acknowledged to me that  
such corporation executed the same, and verified that the  
information contained therein is true and correct.

Sue Ellen Davis  
Notary Public  
Residing at Emmett, Id. Blaine County

My commission expires:

4-12-99

PLAN AND AGREEMENT OF MERGER

BETWEEN

FIRST SECURITY BANK OF IDAHO, N.A.  
(a National Banking Association)

AND

AMERICAN BANK OF COMMERCE  
(an Idaho Bank)

This Plan and Agreement of Merger is made and entered into as of the 15th day of July, 1994, by and between First Security Bank of Idaho, N.A., a national banking association (sometimes referred to as "FSB" or the "Surviving Bank"), and American Bank of Commerce, a bank chartered under the laws of the State of Idaho "Bank"; Bank and FSB being sometimes referred to jointly as the "Constituent Banks").

R E C I T A L S :

1. FSB is a national banking association organized and existing under the laws of the United States of America, having its principal place of business located at Boise, Idaho.

2. The total number of shares of stock which FSB has authority to issue is 200,000 shares of Common Stock, par value \$100.00 per share, of which 152,770 shares were issued and outstanding as of December 31, 1993.

3. Bank is a bank organized and existing under the laws of the State of Idaho, with its principal place of business located at Boise, Idaho.

4. The total number of shares which Bank has authority to issue is 103,500 shares of Common Stock, par value \$10.00 per share, of which 103,500 shares were issued and outstanding as of December 31, 1993.

5. The board of directors of each of the Constituent Banks deems it advisable that Bank be merged with and into FSB upon the terms and subject to the conditions set forth herein, in accordance with the applicable provisions of the statutes of the United States, the rules and regulations of the Comptroller of the Currency, and the statutes of the State of Idaho, which permit such merger.

6. This Agreement is conditioned on the successful consummation of the merger of First Security Merger Sub, Inc., a wholly-owned subsidiary of First Security Corporation, with and into American Ban Corporation and the subsequent merger of American Ban Corporation with and into First Security Corporation.

## AGREEMENT :

In consideration of the foregoing recitals and of the agreements, covenants and provisions hereinafter contained, Bank and FSB, by their respective boards of directors, have agreed and do hereby agree, each with the other as follows:

### ARTICLE I MERGER

Bank and FSB shall be merged into a single bank, in accordance with applicable provisions of the laws of the State of Idaho and of the United States and the rules and regulations of the Comptroller of the Currency, by Bank merging into FSB, which shall be the Surviving Bank. Such merger is intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

### ARTICLE II EFFECT OF MERGER

Upon the merger becoming effective as provided in the applicable laws of the State of Idaho and of the United States and the rules and regulations of the Comptroller of the Currency (the time when the merger shall become effective being sometimes referred to herein as the "effective date of the merger"):

2.1 The two Constituent Banks shall be a single bank, which shall be FSB as the Surviving Bank, and the separate existence of Bank shall cease except to the extent provided by the laws of the State of Idaho in the case of a bank after its merger into another bank.

2.2 FSB shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the Constituent Banks; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Banks, shall be taken and deemed to be vested in the Surviving Bank without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Banks shall not revert or be in any way impaired by reason of the merger.

2.3 FSB shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Banks; and any claim existing or action or proceeding pending by or against either of the Constituent Banks may be prosecuted to judgment as if the merger had not taken place, or the Surviving Bank may be substituted in its place, and neither



the rights of creditors nor any liens upon the property of either of the Constituent Banks shall be impaired by the merger.

2.4 The aggregate amount of the net assets of the Constituent Banks which was 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 Surviving Bank.

2.5 The Bylaws of FSB as existing and constituted immediately prior to the effective date of the merger shall be and constitute the Bylaws of the Surviving Bank.

2.6 The board of directors, and the members thereof, and the officers of FSB immediately prior to the effective date of the merger shall be and constitute the board of directors, and the members thereof, and the officers of the Surviving Bank.

### ARTICLE III ARTICLES OF ASSOCIATION

The Articles of Association of FSB shall not be amended in any respect by reason of this Plan and Agreement of Merger, and such Articles of Association as in effect on the effective date of the merger shall constitute the Articles of Association of the Surviving Bank until further amended in the manner provided by law.

### ARTICLE IV CANCELLATION OF BANK SHARES

4.1 FSB Common Stock. All shares of the common stock of FSB which are outstanding immediately prior to the merger shall continue to be outstanding immediately after the merger.

4.2 Bank Common Stock. Each share of Bank Common Stock which is outstanding immediately prior to the merger and all rights in respect thereof, ipso facto, shall be canceled, and no FSB Common Stock shall be delivered in exchange therefor. From and after the effective time of the merger the certificate or certificates representing Bank Common Stock shall be deemed canceled and terminated.

### ARTICLE V SUBSEQUENT ACTIONS

If, at any time after the effective time of the merger, FSB shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are

necessary or desirable to vest, perfect, or confirm of record or otherwise in FSB its right, title, or interest in, to, or under any of the rights, properties, or assets of Bank acquired or to be acquired by FSB as a result of or in connection with, the merger or otherwise to carry out this Agreement, the officers and directors of FSB shall be authorized to execute and deliver, in the name and on behalf of Bank or otherwise, all such deeds, bills of sale, assignments, and assurances, and to make and do, in the name and on behalf of Bank or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any right, title, and interest in, to, and under such rights, properties, or assets in FSB or otherwise to carry out this Agreement.

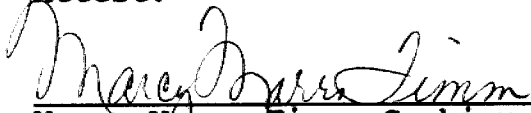
ARTICLE VI  
SHAREHOLDER VOTE

This Plan and Agreement of Merger shall be submitted to the shareholders of each of the Constituent Banks, as provided by law, and shall take effect, and be deemed and be taken to be the Plan and Agreement of Merger of such banks upon the approval or adoption thereof by the shareholders of each of the banks in accordance with the requirements of the laws of the State of Idaho and the United States, respectively, and of the rules and regulations of the Comptroller of the Currency, and upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Idaho and of the United States and the rules and regulations of the Comptroller of the Currency, as heretofore amended and supplemented.

IN WITNESS WHEREOF, the Constituent Banks have caused this Plan and Agreement of Merger to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

FIRST SECURITY BANK OF IDAHO, N.A.

Attest:


  
Marcy Marrs Timm, Cashier

By

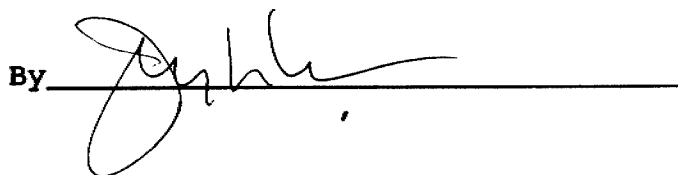
  
J. Pat McMurray, President

AMERICAN BANK OF COMMERCE

Attest:



By



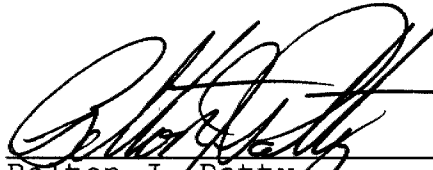
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CERTIFICATE OF APPROVAL

Secretary of State  
State of Idaho  
Statehouse  
Boise, Idaho

This is to certify that I, the undersigned, Director of Finance, State of Idaho, do hereby approve for filing the attached Articles of Merger of American Bank of Commerce with and into First Security Bank of Idaho, N.A., dated the 15th day of July, 1994.

DATED This 15th day of July, 1994.



Belton J. Patty  
Director of Finance