

# 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 INTERSTATE CONCRETE AND ASPHALT COMPANY, a Washington corporation into PEAK PAVING CO., INC., an Idaho corporation, 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 December 31, 19 87.



*Pete T. Cenarrusa*  
SECRETARY OF STATE

*July J. Clark*  
Corporation Clerk

DEC 31 3 06 PM '87  
ARTICLES OF MERGER  
SECRETARY OF STATE

TO: Secretary of State  
State of Washington  
Olympia, Washington

AND

TO: Secretary of State  
State of Idaho  
Boise, Idaho

The undersigned corporations, pursuant to Section 23A.20.040 of the Revised Code of Washington and Section 30-1-74 of the Idaho Code, hereby execute and deliver in duplicate the following articles of merger:

1. The plan of merger is set forth in its entirety as Exhibit "A".

2. As to each of the undersigned corporations, the number of shares of common stock outstanding is as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
Peak Paving Co., Inc.	93	93
Interstate Concrete and Asphalt Company	1,000	1,000

Neither corporation has, either authorized or outstanding, classes of stock other than its common stock.


3. As to each of the undersigned corporations, the total number of common shares voted for and against such plan, respectively, are as follows:


ARTICLES OF MERGER - 1

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Peak Paving Co., Inc.	93	0
Interstate Concrete and Asphalt Company	1,000	0

DATED this 29th day of December, 1987.


PEAK PAVING CO., INC.

By   
President

By   
Secretary

INTERSTATE CONCRETE AND ASPHALT COMPANY

By   
President

By   
Secretary

STATE OF WASHINGTON )  
: ss.  
County of Spokane )

On this 29th day of December, 1987, before me personally appeared Michael K. Murphy and Paul D. Salisbury, to me known to be the President and Secretary of Peak Paving Co., Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

ARTICLES OF MERGER - 2

1 WITNESS my hand and official seal hereto affixed the day and  
2 year first above written.

3  
4 Karen R. Christy  
5 Notary Public for the State of  
6 Washington, residing at Spokane  
7 My Commission Expires: 2/25/88  
8

9 STATE OF WASHINGTON )  
10 : ss.  
11 County of Spokane )

12 On this 29<sup>th</sup> day of December, 1987, before me personally  
13 appeared Robert W. McCraley and Paul D. Salisbury, to me known to  
14 be the President and Secretary of Interstate Concrete and Asphalt  
15 Company the corporation that executed the foregoing instrument,  
16 and acknowledged the said instrument to be the free and voluntary  
17 act and deed of said corporation, for the uses and purposes  
therein mentioned, and on oath stated that they are authorized to  
execute said instrument and that the seal affixed is the corporate  
seal of said corporation.

18 WITNESS my hand and official seal hereto affixed the day and  
19 year first above written.

20  
21 Karen R. Christy  
22 Notary Public for the State of  
23 Washington, residing at Spokane  
24 My Commission Expires: 2/25/88  
25

26 (S3:P1;ng)  
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36 ARTICLES OF MERGER - 3

1  
2  
3 PLAN OF MERGER

4 INTERSTATE CONCRETE AND ASPHALT COMPANY  
5 INTO  
6 PEAK PAVING CO., INC.

7 The DATE of this Agreement is December 31, 1987.

8 The PARTIES to this Agreement are:

- 9  
10 1. INTERSTATE CONCRETE AND ASPHALT COMPANY, a Washington  
11 corporation ("Interstate"), and  
12 2. PEAK PAVING CO., INC., an Idaho corporation ("Peak"),  
13 which corporations are hereafter sometimes collectively referred  
14 to as the "Merging Corporations".

15 The BACKGROUND of this Agreement is:

- 16 1. Interstate is a corporation duly organized and existing under  
17 the laws of the State of Washington, having been incorporated  
18 on March 31, 1986.  
19 2. Peak Paving is a corporation duly organized and existing  
20 under the laws of the State of Idaho, having been incor-  
21 porated on June 3, 1976.  
22 3. The authorized capital stock of Interstate consists of 50,000  
23 shares of Common Stock, par value \$1.00 per share, of which  
24 1,000 shares are outstanding; and the authorized capital  
25 stock of Peak consists of 250 shares of Common Stock, par  
26 value \$100.00 per share, of which 93 shares are outstanding.  
27 4. The Boards of Directors of the Merging Corporation deem it  
28 advisable for the general welfare and advantage of the  
29 Merging Corporations and their mutual shareholder, CPM  
30 Development Corporation, that the Merging Corporations merge  
31 into a single corporation pursuant to this Agreement.  
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33  
34  
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1 The PARTIES AGREE as follows:

- 2 1. Merger. The Merging Corporations shall be merged into a  
3 single corporation with Peak Paving Co., Inc., an Idaho  
4 corporation which is not a new corporation, continuing its  
5 corporate existence as the corporation surviving the merger  
6 (hereafter being sometimes called the "Surviving Corpora-  
7 tion"). The directors and shareholders of the Merging  
8 Corporations shall take all actions necessary under the laws  
9 of the States of Idaho and Washington to accomplish merger of  
10 the two corporations under the laws of both states.
- 11 2. Effective Date. At the effective date of the Merger, the  
12 separate existence of Interstate shall cease and Interstate  
13 shall be merged into the Surviving Corporation. The effec-  
14 tive date of the Merger shall be the later of January 1, 1988  
15 and the date on which Articles of Merger in substantially the  
16 form attached as Exhibit "A" are accepted for filing in the  
17 offices of the Secretaries of State of the States of Idaho  
18 and Washington and Certificate(s) of Merger are issued to  
19 Peak Paving.
- 20 3. Governing Law; Certificate of Incorporation. The laws which  
21 are to govern the Surviving Corporation are the laws of the  
22 State of Idaho. The Articles of Incorporation of Peak  
23 Paving, as amended, at the effective date of the Merger shall  
24 be the Articles of Incorporation of the Surviving Corporation  
25 until further amended or altered in accordance with the  
26 provisions thereof.
- 27 4. Bylaws. The Bylaws of Peak Paving at the effective date of  
28 the Merger shall be the Bylaws of the Surviving Corporation  
29 until altered or amended in accordance with the provisions  
30 thereof.
- 31 5. Directors and Officers. The Directors of Peak Paving at the  
32 effective date of the Merger shall be the directors of the  
33 Surviving Corporation until their respective successors are  
34 duly elected and qualified. Subject to the authority of the  
35 Board of Directors as provided by law and the Bylaws of the  
36 Surviving Corporation, at the effective time of the Merger,  
the officers of the Surviving Corporation shall be as  
follows:
- President: Robert W. McCraley  
Secretary/Treasurer: Paul D. Salisbury
6. Conversion of Shares in the Merger. The mode of carrying  
into effect the Merger provided in this Agreement, and the  
manner and basis of converting the shares of the Merging  
Corporations into shares of the Surviving Corporation are as

PLAN OF MERGER - 2

follows:

- 6.1 Interstate's Common Stock. At the effective time of the Merger, each share of Common Stock, par value \$1.00 per share, of Interstate issued and outstanding shall be converted into and become .048 share of Common Stock, par value \$100.00 per share, of the Surviving Corporation. CPM Development Corporation, upon surrender to the Surviving Corporation of one or more stock certificates of Common Stock of Interstate for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of Common Stock of the Surviving Corporation as provided above. Each issued share of Interstate Common Stock held in its treasury at the effective time of the merger shall be cancelled and shall not be converted.
- 6.2 Surrender of Interstate Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing Common Stock of Interstate issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation. Until surrendered for exchange, each such stock certificate nominally representing Common Stock of Interstate shall be deemed for all corporate purposes to evidence the ownership of the number of shares of Common Stock of the Surviving Corporation which the holder would be entitled to receive upon its surrender.
- 6.3 Status of Common Stock. All shares of Common Stock of the Surviving Corporation into which shares of Common Stock of Interstate are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of Common Stock of Peak Paving.
7. Effect of the Merger. At the effective time of the Merger, the Surviving Corporation shall become the owner, without other transfer, of all the rights and property of the Merging Corporations and the Surviving Corporation shall become subject to all debts and liabilities of the Merging Corporations in the same manner as if the Surviving Corporation had itself incurred them.
8. Accounting Matters. The assets and liabilities of the Merging Corporations as of the effective time of the merger shall be taken up on the books of the Surviving Corporation at the amounts at which they are carried at that time on the books of the respective Merging Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the aggregate par value of the Interstate common

1 stock to be reclassified on the effective date of the Merger.  
2 The surplus of the Surviving Corporation after the Merger,  
3 including any surplus arising in the Merger, shall be  
4 available to be used for any legal purposes for which surplus  
5 may be used.

6 9. Approval of Shareholder; Filing of Certificate of Merger.

7 This Agreement shall be submitted to CPM Development Corpora-  
8 tion, shareholder of each of the Merging Corporations for its  
9 approval in the manner provided by Idaho and Washington law  
10 and the respective certificates of incorporation. After  
11 approval by CPM, Articles of Merger in substantially the form  
12 attached as Exhibit A shall be signed, verified and delivered  
13 to the Secretaries of State for the States of Idaho and  
14 Washington for filing as provided by Section 30-1-74 of the  
15 Idaho Code and Section 23A.20.040 of the Revised Code of  
16 Washington.

17  
18 IN WITNESS WHEREOF, this Agreement has been signed by the  
19 President and attested by the Secretary of each of the Merging  
20 Corporations.

21  
22 INTERSTATE CONCRETE AND  
23 ASPHALT COMPANY

24 By Robert W. McCalls  
25 President

26 Attest:

27 Paul D. Salisbury  
28 Secretary

29  
30 PEAK PAVING CO., INC.

31 By Michael V. Murphy  
32 President

33 Attest:

34 Paul D. Salisbury  
35 Secretary

36 PLAN OF MERGER - 4

1 STATE OF WASHINGTON )  
2 : ss.  
3 County of Spokane )

4 On this 29<sup>th</sup> day of December, 1987, before me personally  
5 appeared Robert W. McCraley and Paul D. Salisbury, to me known to  
6 be the President and Secretary of Interstate Concrete and Asphalt  
7 Company the corporation that executed the foregoing instrument,  
8 and acknowledged the said instrument to be the free and voluntary  
9 act and deed of said corporation, for the uses and purposes  
10 therein mentioned, and on oath stated that they are authorized to  
11 execute said instrument and that the seal affixed is the corporate  
12 seal of said corporation.

13 WITNESS my hand and official seal hereto affixed the day and  
14 year first above written.

15 Karen R. Christy  
16 Notary Public for the State of  
17 Washington, residing at Spokane  
18 My Commission Expires: 2/25/88

19 STATE OF WASHINGTON )  
20 : ss.  
21 County of Spokane )

22 On this 29<sup>th</sup> day of December, 1987, before me personally  
23 appeared Michael K. Murphy and Paul D. Salisbury, to me known to  
24 be the President and Secretary of Peak Paving Co., Inc. the  
25 corporation that executed the foregoing instrument, and acknow-  
26 ledged the said instrument to be the free and voluntary act and  
27 deed of said corporation, for the uses and purposes therein  
28 mentioned, and on oath stated that they are authorized to execute  
29 said instrument and that the seal affixed is the corporate seal of  
30 said corporation.

31 WITNESS my hand and official seal hereto affixed the day and  
32 year first above written.

33 Karen R. Christy  
34 Notary Public for the State of  
35 Washington, residing at Spokane  
36 My Commission Expires: 2/25/88

(S3:P12;ng)

PLAN OF MERGER - 5

UNANIMOUS CONSENT TO MERGER

SECRETARY OF STATE

We, the undersigned, being all of the shareholders and directors of Peak Paving Co., Inc., pursuant to Sections 30-1-44 and 30-1-145 of the Idaho Code, hereby consent to the merger of Peak Paving Co., Inc. and Interstate ~~Asphalt Paving Company~~ Concrete and Asphalt Company, upon the terms and conditions set forth in the Plan of Merger dated December 31, 1987.

We further authorize and direct the officers and directors of Peak Paving to take all action necessary and proper to effect the proposed corporate action.


DATED: December 29, 1987.

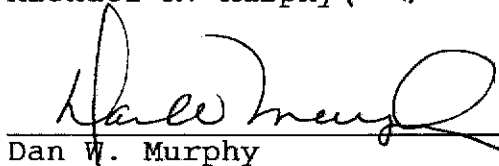
DIRECTORS

SHAREHOLDER

CPM DEVELOPMENT CORPORATION


  
Michael K. Murphy

By   
Michael K. Murphy,  
President

  
Dan W. Murphy

  
Timothy Murphy

  
Robert T. Wilson

  
Paul D. Salisbury

(S3:P1;ng)

UNANIMOUS CONSENT TO MERGER