

# 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 FRANKLIN BUILDING SUPPLY VALLEY CO.

into FRANKLIN BUILDING SUPPLY CO.,

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

\_\_\_\_\_  
Corporation Clerk

ARTICLES OF MERGER  
Merging  
FRANKLIN BUILDING SUPPLY VALLEY CO.  
Into  
FRANKLIN BUILDING SUPPLY CO.

DEC 31 8 41 AM '87  
SECRETARY OF STATE

Pursuant to the Idaho Business Corporation Act

FRANKLIN BUILDING SUPPLY CO., an Idaho corporation ("Franklin"),  
and FRANKLIN BUILDING SUPPLY VALLEY CO., an Idaho corporation  
("Valley"), do hereby certify that:

FIRST: Franklin and Valley have entered into a Plan and Agreement of  
Merger (the "Plan of Merger"), dated as of January 1, 1988, which provides  
for the merger (the "Merger") of Valley with and into Franklin, which will be  
the Surviving corporation. The Plan of Merger, which is attached hereto as  
Exhibit "A" and is hereby incorporated herein by reference, sets forth,  
among other things, the terms and conditions of the Merger and the manner  
and basis of converting the shares of Valley's Common Stock into the Common  
Stock of Franklin.

SECOND: Franklin has outstanding 750 shares of \$100.00 par value  
Common Stock, all of which were voted in favor of the Plan of Merger.

THIRD: Valley has outstanding 750 shares of \$100.00 par value  
Common Stock, all of which were voted in favor of the Plan of Merger.

FRANKLIN BUILDING SUPPLY CO.

By Bud R. Fisher  
Bud R. Fisher, President

By Richard L. Lierz  
Richard L. Lierz, Vice President,  
Secretary and Treasurer

FRANKLIN BUILDING SUPPLY VALLEY CO.

By Bud R. Fisher  
Bud R. Fisher, President

By Richard L. Lierz  
Richard L. Lierz, Vice President,  
Secretary and Treasurer

STATE OF IDAHO )  
                                  : ss.  
County of Ada    )

BUD R. FISHER, being first duly sworn upon oath deposes and says:

That I am the President of both FRANKLIN BUILDING SUPPLY CO, an Idaho corporation, and FRANKLIN BUILDING SUPPLY VALLEY CO., an Idaho corporation;

That I have read the foregoing Articles of Merger, know the contents thereof, and acknowledge that the statements therein contained are true.

Bud R. Fisher  
Bud R. Fisher, President

SUBSCRIBED AND SWORN to before me this 31 day of December, 1988.

Donald G. Gilespie  
Notary Public for Idaho  
Residing at: Boise  
My Commission Expires: 4-1-88

## PLAN AND AGREEMENT OF MERGER

Dated as of January 1, 1988

This PLAN AND AGREEMENT OF MERGER, dated as of January 1, 1988, is entered between FRANKLIN BUILDING SUPPLY VALLEY CO. ("Valley"), an Idaho corporation, and FRANKLIN BUILDING SUPPLY CO. ("Franklin" or the "Surviving Corporation"), an Idaho corporation;

### W I T N E S S E T H :

WHEREAS, the Boards of Directors of the parties hereto deem it advisable for the general welfare and advantage of the parties hereto and their respective shareholders that Valley merge with and into Franklin upon the terms and conditions set forth herein in accordance with the laws of the State of Idaho (the "Merger"), and that each outstanding share of Common Stock of Valley be converted upon such Merger into one share of Common Stock of Franklin;

NOW THEREFORE, in consideration of the premises and mutual agreements, provisions and covenants herein contained, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereto hereby agree as follows:

### ARTICLE I

#### MERGER

1.1 THE MERGER. At the Effective Date of the Merger (as hereinafter defined) Valley shall be merged with and into Franklin on the terms and conditions hereinafter set forth as permitted by and in accordance with the Idaho Business Corporation Act. Thereupon the separate existence of Valley shall cease; and Franklin, as the Surviving Corporation, shall continue to exist under and be governed by the Idaho Business Corporation Act. Franklin's Articles of Incorporation and its By-Laws as in effect immediately prior to the Effective Date of the Merger shall remain unchanged until amended in accordance with the provisions thereof and applicable law.

1.2 FILING OF ARTICLES OF MERGER. As soon as practicable following fulfillment of the condition specified in Article IV, Franklin and Valley will cause Articles of Merger to be executed, verified and delivered to the Secretary of State of the State of Idaho for filing as provided in Section 30-1-74 of the Idaho Business Corporation Act.

1.3 EFFECTIVE DATE OF THE MERGER. The Merger shall become effective on the later of the date of filing of the Articles of Merger with the Secretary of State of the State of Idaho, or January 1, 1988, which date is herein sometimes referred to as the "Effective Date of the Merger."

A

4.1 CONDITION. In accordance with Section 30-1-73 of the Idaho Business Corporation Act, the Articles of Merger shall not be delivered to the Secretary of State of the State of Idaho for filing until and unless the Plan and Agreement of Merger shall have been approved by affirmative vote of a majority of the shares of each class of Valley and Franklin Stock entitled to vote thereon.

## ARTICLE V

### MISCELLANEOUS

5.1 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the consent of the other party.

5.2 AMENDMENT. This Agreement may be amended with the approval of the Board of Directors of each party at any time prior to the Effective Date of the Merger with respect to any of the terms contained herein.

5.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts has been signed by Franklin and delivered to Valley and one or more counterparts has been signed by Valley and delivered to Franklin.

5.4 AGREEMENT TO TAKE NECESSARY AND DESIRABLE ACTIONS. Franklin and Valley each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

5.5 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5.6 CAPTIONS. The captions are inserted herein for convenience only and shall not be given any legal effect or affect in any way the meaning or interpretation of this Agreement.

## ARTICLE II

### CONVERSION OF SHARES

2.1 CONVERSION. Upon the Effective Date of the Merger, each of the 750 issued and outstanding shares of Valley's \$100.00 par value Common Stock shall, without any further action on the part of Valley, Franklin or the respective holders of such shares, be converted into the right to receive one share of Franklin's \$100.00 par value Common Stock.

2.2 SURRENDER OF SHARES. As soon as practicable after the Effective Date of the Merger, each holder of an outstanding certificate or certificates which, immediately prior to the Effective Date of the Merger, represented shares of Common Stock of Valley, upon surrender to Franklin of such certificate or certificates, shall be entitled to receive the corresponding shares of Franklin's Common Stock.

## ARTICLE III

### CERTAIN EFFECTS OF MERGER

3.1 EFFECTS OF MERGER. Upon and after the Effective Date of the Merger and pursuant to the Idaho Business Corporation Act, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, and all property, debts and other choices in action, and all and every other interest of or belonging to or due to Valley shall be taken and deemed to be transferred to and vested in the Surviving Corporation which shall be responsible and liable for all the liabilities and obligations of Valley, all with the effect and to the extent provided in the Idaho Business Corporation Act.

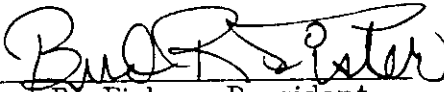
3.2 FURTHER ASSURANCES. If at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of Valley acquired or to be acquired by reason or as a result of the Merger, the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such property, deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of Valley and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Valley or otherwise to take any and all such action.

## ARTICLE IV


### CONDITION PRECEDENT TO THE MERGER

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized officers of each of the parties as of the 1st day of January 1988.

FRANKLIN BUILDING SUPPLY CO.

By   
Bud R. Fisher, President


ATTEST:

  
Richard L. Lierz, Vice President,  
Secretary and Treasurer

FRANKLIN BUILDING SUPPLY VALLEY CO.

By   
Bud R. Fisher, President

ATTEST:

  
Richard L. Lierz, President,  
Secretary and Treasurer