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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

AFFIDAVIT RE: MERGER

STATE OF IOWA )  
                  ) ss:  
COUNTY OF POLK )

I, the undersigned, Eli J. Wirtz, being first duly sworn upon oath, depose and state as follows:

1. That I am corporate counsel and Secretary-Treasurer of Casey's Marketing Company, an Iowa corporation, duly authorized to conduct business in the state of Indiana, and in my capacity as such I am familiar with the records of the said corporation, including the Articles of Incorporation and amendments thereto, Bylaws, minutes of meetings of the shareholders and directors, records relating to the capital stock of the corporation and its subsidiaries, and real estate records;

2. That I know of my own knowledge, and the records of the corporation so reflect, that prior to April 30, 2004 Casey's Enterprises, LLC was the owner of the fee title to certain real estate (the "Real Estate") situated in Lake County, Indiana, legally described as follows:

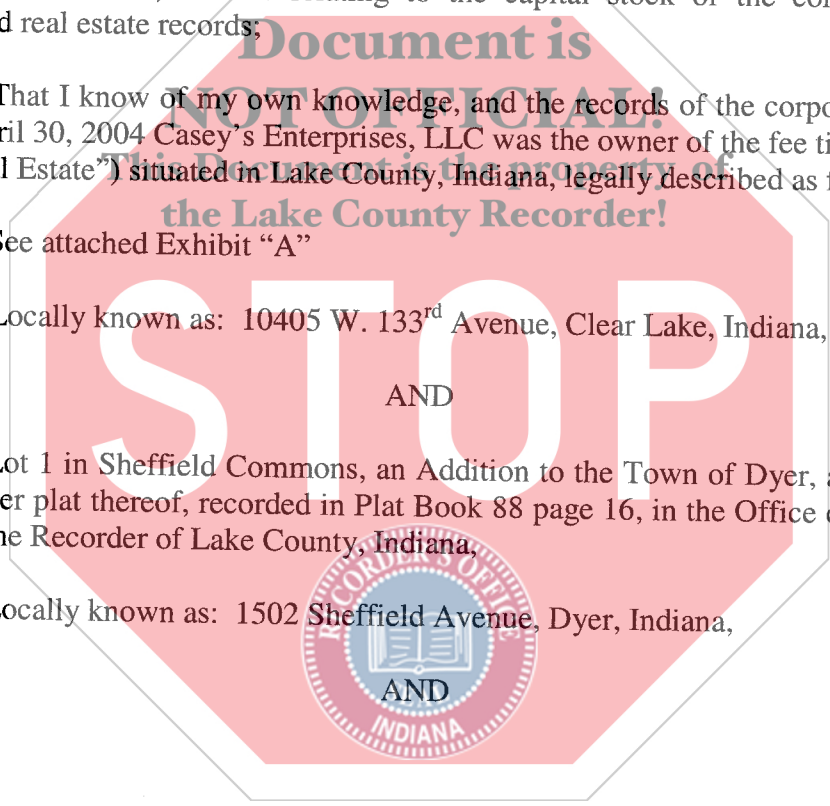
See attached Exhibit "A"

Locally known as: 10405 W. 133<sup>rd</sup> Avenue, Clear Lake, Indiana,

AND

Lot 1 in Sheffield Commons, an Addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 88 page 16, in the Office of the Recorder of Lake County, Indiana,

Locally known as: 1502 Sheffield Avenue, Dyer, Indiana,



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Lot 1 in Gatlin's Addition Phase 1, to the Town of Griffith, as per plat thereof, recorded in Plat Book 70 page 45, in the Office of the Recorder of Lake County, Indiana,

Locally known as: 1301 E. Main, Griffith, Indiana,

AND

See attached Exhibit "B"

Locally known as: 888 W. Commercial Avenue, Lowell, Indiana,

AND

Lots 1 and 2 in Casey's Subdivision, an Addition to Merrillville, as per plat thereof, recorded in Plat Book 87 page 23, in the Office of the Recorder of Lake County, Indiana,

Locally known as: 6085 Cleveland, Merrillville, Indiana.

3. Effective April 30, 2004 Casey's Enterprises, LLC was merged into Casey's East Central, Inc. pursuant to Articles and Plan of Merger filed with the Iowa Secretary of State on April 29, 2004, a true copy of which Articles and Plan of Merger, as certified by the Secretary of State, is attached hereto marked Exhibit "C" and by this reference incorporated herein;

4. Pursuant to the said Articles and Plan of Merger, as of April 30, 2004, the separate existence of Casey's Enterprises, LLC ceased and Casey's East Central, Inc. succeeded to all of the property, rights, and other assets of Casey's Enterprises, LLC, including the Real Estate;

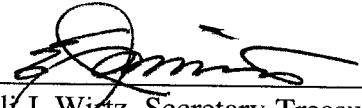
5. Effective May 1, 2004 Casey's East Central, Inc. was merged into Casey's Marketing Company pursuant to Articles and Plan of Merger filed with the Iowa Secretary of State on April 30, 2004, a true copy of which Articles and Plan of Merger, as certified by the Secretary of State, is attached hereto marked Exhibit "D" and by this reference incorporated herein;

6. Pursuant to the said Articles and Plan of Merger, as of May 1, 2004, the separate existence of Casey's East Central, Inc. ceased and Casey's Marketing Company succeeded to all of the property, rights, and other assets of Casey's East Central, Inc., including the Real Estate;

7. This Affidavit and the attached Articles and Plans of Merger are given to explain and clarify that Casey's Marketing Company has succeeded to the interests of Casey's Enterprises, LLC in and to the Real Estate and that Casey's Marketing Company is now the sole titleholder thereof.


8. Further, Affiant sayeth not.

WHEREFORE, I have executed this Affidavit and affixed hereto the corporate seal of Casey's Marketing Company this 31 day of May, 2005.

  
\_\_\_\_\_  
Eli J. Wirtz, Secretary-Treasurer  
Casey's Marketing Company

STATE OF IOWA            )  
  ) SS:  
COUNTY OF POLK        )

On this 31 day of May, 2005, before me the undersigned, a Notary Public in and for said county and state, personally appeared Eli J. Wirtz, who being by me duly sworn, did state that he is the Secretary-Treasurer of Casey's Marketing Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Eli J. Wirtz, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

**This instrument was prepared by:**  
Douglas M. Beech, Legal Counsel  
Casey's General Stores, Inc.  
One S.E. Convenience Blvd.  
P.O. Box 3001  
Ankeny IA 50021

  
NOTARIAL SEAL  
IOWA  
STACIE L. COOMES  
COMMISSION NO. 164402  
MY COMMISSION EXPIRES  
3-30-07

**Please return recorded instrument to:**  
Douglas M. Beech, Legal Counsel  
Casey's General Stores, Inc.  
One S.E. Convenience Blvd.  
P.O. Box 3001  
Ankeny IA 50021

## EXHIBIT "A"

Situate in the State of Indiana, County of Lake and being a part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a PK nail marking the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 28, Township 34 North, Range 9 West; thence South 00 degrees 01 minute 12 seconds East 200.00 feet with the East line of said Northeast Quarter Quarter to a ½ inch iron rod marking the Northeast corner of Lot 3 of Cedar Lake Industrial Park as shown on the plat recorded in Plat Book 84, Page 1 in the office of the Recorder of Lake County, Indiana; thence North 89 degrees 28 minutes 25 seconds West 200.00 feet to a ½ inch iron rod marking the Northwest corner of Lot 3; thence North 00 degrees 01 minute 12 seconds West 199.89 feet with the East right-of-way line of a 60.00 foot wide private road as shown on the plat of Cedar Lake Industrial Park to a 5/8 inch rebar on the North line of the aforesaid Northeast Quarter Quarter; thence South 89 degrees 30 minutes 20 seconds East 200.00 feet with said North line to the point of beginning, containing 0.92 acre, more or less, SUBJECT to rights of the public in and to that part of the captioned premises lying within the right of way of 133<sup>rd</sup> Avenue on the North.

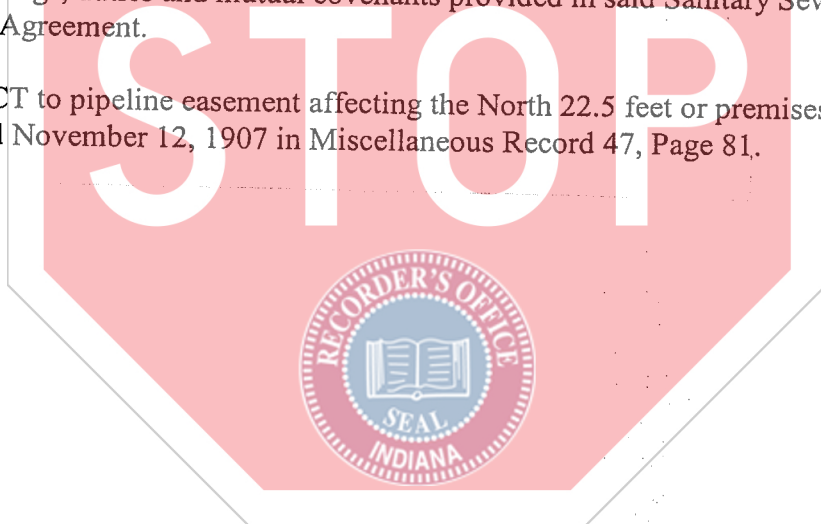
TOGETHER WITH a perpetual, non-exclusive easement for access and utility purposes over and across a North-South strip of ground including an existing private roadway, being 60 feet in width and running along the west side of and adjacent to the west boundary line of the Real Estate hereinabove described and herein conveyed, according to the terms of that certain Easement Agreement between Casey's Marketing Company and McAllister General Contractors, Inc., dated September 2, 1998 and filed of record on September 23, 1998 as Instrument No. 98075275 in the Office of the Lake County, Indiana Recorder.

AND ALSO a permanent storm sewer easement over and across an East-West strip of ground 30 feet in width and 120 feet in length, the east end of which abuts the west side of the access and utility Easement Area above described, and which adjoins and runs parallel to the southerly right-of-way line of 133<sup>rd</sup> Avenue, all as provided in that certain Storm Sewer Easement Agreement between Casey's Marketing Company and Henry Panice and Marilyn Panice, dated September 2, 1998 and filed of record on September 23, 1998 as Instrument No. 98075276 in

the Office of the Lake County, Indiana Recorder, SUBJECT to the terms, conditions, undertakings, duties and mutual covenants therein contained.

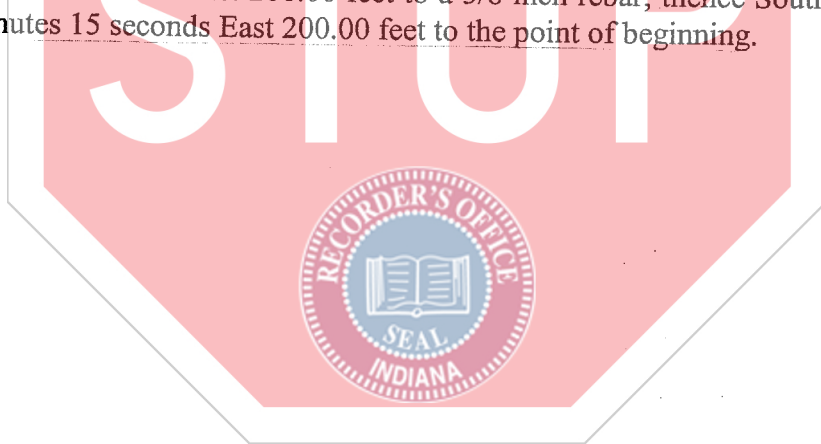
AND ALSO all of the Grantor's rights and interest in, to and under that certain Sanitary Sewer Service Agreement dated September 2, 1998 and filed of record on September 23, 1998 as Instrument No. 98075274 in the records of the Lake County, Indiana Recorder, pursuant to which McAllister General Contractors, Inc. granted to Casey's Marketing Company the right to obtain sanitary sewer service through a sewer line to be constructed from the Real Estate above described and herein conveyed to a connecting point in an existing platted utility easement over the east 15 feet of Lot 3 in Cedar Lake Industrial Park, lying south of and adjacent to the Real Estate herein conveyed, SUBJECT, however, to the terms, conditions, undertakings, duties and mutual covenants provided in said Sanitary Sewer Service Agreement.

SUBJECT to pipeline easement affecting the North 22.5 feet or premises, recorded November 12, 1907 in Miscellaneous Record 47, Page 81.



## EXHIBIT "B"

Part of the East 1/2 of the Southwest 1/4 of Section 22, Township 33 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in the Town of Lowell, Lake County, Indiana, Described as follows: commencing at the Southeast corner of the East 1/2 of the Southwest 1/4 of said Section 22; thence North 00 degrees 07 minutes 15 seconds West, along the East line of said East 1/2 of the Southwest 1/4, 74.16 feet to the North right of way line of State Highway 2 as shown on Amended Plat of Lowell Industrial Park Unit 1, an Addition to the Town of Lowell, as per plat thereof, recorded in Plat Book 56, page 1, in the Office of the Recorder of Lake County, Indiana; thence North 88 degrees 42 minutes 08 seconds West, along said North right of way line, 433.82 feet to a 5/8 inch rebar and the point of beginning of the real estate herein described; thence North 88 degrees 42 minutes 08 seconds West 200.00 feet to a 5/8 inch rebar at the intersection of said North right of way line with the East right of way line of Westmeadow Place; thence North 00 degrees 07 minutes 15 seconds West, along the East right of way line of Westmeadow Place, 200.00 feet to a 5/8 inch rebar; thence South 88 degrees 42 minutes 08 seconds East 200.00 feet to a 5/8 inch rebar; thence South 00 degrees 07 minutes 15 seconds East 200.00 feet to the point of beginning.



STATE  
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**EXHIBIT "C"**

**ARTICLES OF MERGER  
CASEY'S ENTERPRISES, LLC  
WITH AND INTO  
CASEY'S EAST CENTRAL, INC.**

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227178-NS

534674 MER510 \$50.00 DMB 246004

**ARTICLE I**

Pursuant to Iowa Code Section 490A.1201, Casey's Enterprises, LLC, an Iowa limited liability company ("Casey's Enterprises") is hereby merged with and into Casey's East Central, Inc., an Iowa corporation ("Casey's East") with Casey's East being the resulting corporation.

**ARTICLE II**

The location and post office address of the principal place of business of Casey's East is One Convenience Boulevard, Ankeny, Iowa 50021. The location and post office address of the principal place of business of Casey's Enterprises is One Convenience Boulevard, Ankeny, Iowa 50021.

**Document is NOT OFFICIAL!**

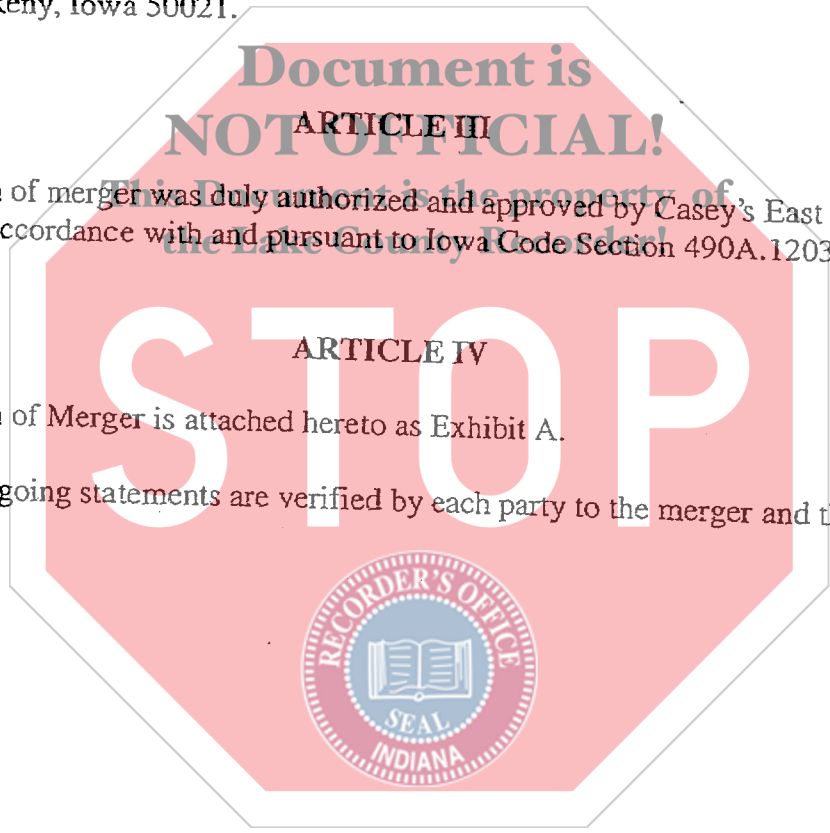
**ARTICLE III**

The plan of merger was duly authorized and approved by Casey's East and Casey's Enterprises in accordance with and pursuant to Iowa Code Section 490A.1203.

**ARTICLE IV**

The Plan of Merger is attached hereto as Exhibit A.

The foregoing statements are verified by each party to the merger and the resulting corporation.



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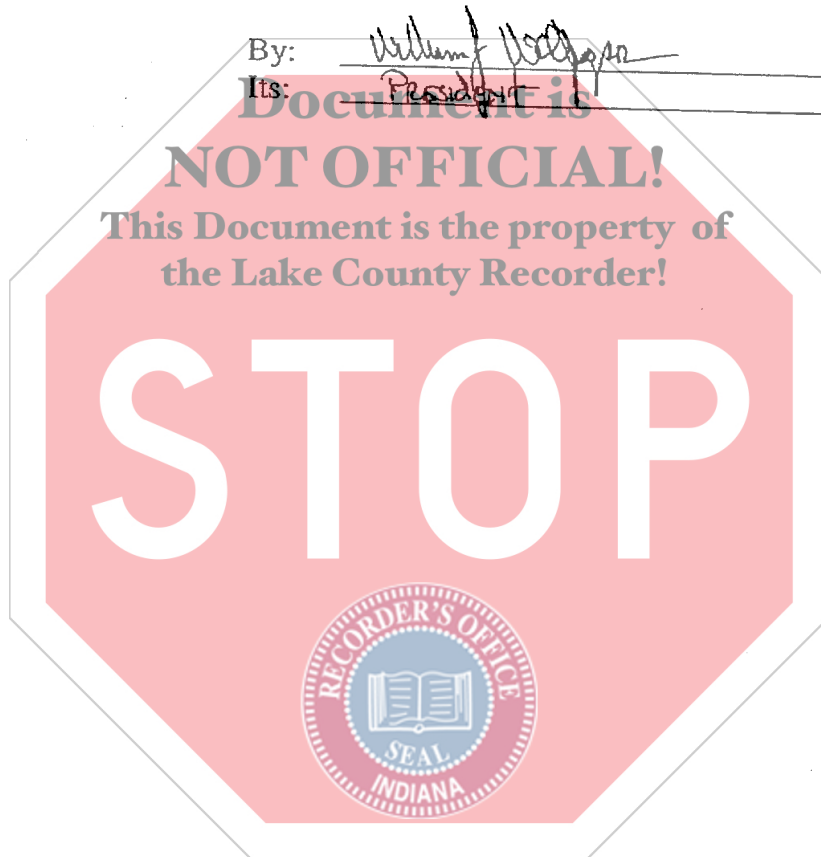
The foregoing is executed by the parties hereto on April 28, 2004.

CASEY'S ENTERPRISES, LLC, an Iowa  
limited liability company

By: *Casey P. Hubman*  
Its: PRESIDENT

CASEY'S EAST CENTRAL, INC., an Iowa  
corporation

By: *William J. Westgate*  
Its: PRESIDENT





STATE OF IOWA )  
 ) :SS  
COUNTY OF POLK )

On this 28th day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Cleo R. Kuhns, to me personally known, who, being by me duly sworn, did say that he/she is the President of Casey's Enterprises, LLC executing the within and foregoing instrument; that said instrument was signed on behalf of the limited liability company by the authority of its Board of Managers; and that Cleo R. Kuhns, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the limited liability company, by it and by him/her voluntarily executed.



Beth A. Agan  
Notary Public in and for said county and state

STATE OF IOWA )  
 ) :SS  
COUNTY OF POLK )

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On this 29th day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared William J. Walljasper, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Casey's East Central, Inc. executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that William J. Walljasper, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Beth A. Agan  
Notary Public in and for said county and state



EXHIBIT A



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**AGREEMENT AND PLAN OF MERGER OF  
CASEY'S ENTERPRISES, LLC  
WITH AND INTO CASEY'S EAST CENTRAL, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 28th day of April, 2004, by and between Casey's Enterprises, LLC (Casey's "Enterprises"), a limited liability company organized and existing under the laws of the State of Iowa (Casey's Enterprises being hereinafter sometimes referred to as the "Merging Entity") and Casey's East Central, Inc. ("Casey's East"), an Iowa corporation organized and existing under the laws of the State of Iowa (Casey's East being hereinafter sometimes referred to as the "Resulting Corporation"), said two entities being hereinafter sometimes referred to collectively as the "Constituent Entities"; and

WHEREAS, the Board of Directors and Shareholders of Casey's East and Board of Managers and Members of Casey's Enterprises deem it advisable and in the best interests of the Constituent Entities that Casey's Enterprises be merged with and into Casey's East, with Casey's East being the Resulting Corporation, under and pursuant to the laws of the State of Iowa and on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

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This Document is the property of  
the Lake County Recorder!

**ARTICLE I  
MERGER**

1.1 Casey's Enterprises shall be merged with and into Casey's East in accordance with the laws of the State of Iowa. The separate existence of Casey's Enterprises shall thereby cease, and Casey's East shall be the Resulting Corporation.

1.2 The name which the Resulting Corporation is to have after the merger shall be "Casey's East Central, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Entity shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Resulting Corporation shall possess all of the rights, privileges, powers, immunities and franchises, to the extent consistent with its Articles of Incorporation and applicable law. All the rights, privileges, powers and franchises of the Merging Entity, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Entity, and all debts due on whatever account to it and all and every other interest of or belonging to it, shall be taken by and

deemed to be transferred to and vested in the Resulting Corporation without further act or deed; and all such property, rights, privileges, powers, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Entity shall be thereafter as effectually the property of the Resulting Corporation as they were of the Merging Entity.

1.4 From and after the Effective Time, the Resulting Corporation shall be subject to all the duties and liabilities of an entity organized under Iowa law and shall be liable and responsible for all the liabilities and obligations of the Constituent Entities. The rights of the creditors of the Constituent Entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or the Resulting Corporation may be proceeded against or substituted in place of the Merging Entity. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Resulting Corporation shall continue unaffected and unimpaired by the merger.

**ARTICLE II**  
**TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:59 p.m., on April 30, 2004. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Resulting Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Resulting Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Entities, or either of them, the officers and directors of the Constituent Entities shall execute and deliver all such instruments and take all such further actions as the Resulting Corporation may determine to be necessary or desirable in order to vest in and confirm to the Resulting Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

**ARTICLE III  
CHARTER AND BYLAWS;  
DIRECTORS AND OFFICERS**

3.1 The Articles of Incorporation of Casey's East, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Resulting Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be affected by the merger.

3.2 The Bylaws of Casey's East, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Resulting Corporation until duly amended in accordance with law, and no change to such Bylaws shall be affected by the merger.

3.3 The persons who are the Directors and officers of Casey's East immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Resulting Corporation without change, to serve, subject to the provisions of the Bylaws of the Resulting Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Iowa and the Articles of Incorporation and Bylaws of the Resulting Corporation.

**ARTICLE IV**

**CONVERSION OF SHARES**

4.1 Each share of common stock of Casey's East outstanding immediately prior to the effective time of the merger shall remain outstanding immediately after the merger as an identical share of common stock of the Resulting Corporation, without further corporate action and without the issuance or exchange of new shares or share certificates.

4.2 At the Effective Time of the merger, each issued and outstanding Membership Unit of Casey's Enterprises shall be delivered to Casey's East for cancellation and no new shares of common stock shall be issued in exchange therefor.

**ARTICLE V  
MISCELLANEOUS**

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of Casey's East or the Board of Managers of Casey's Enterprises may, in their sole discretion and at any time prior to the filing of the necessary Articles of Merger giving effect to the

merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Entity. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Entities or its respective Directors, Managers, officers, shareholders or members in respect of this Agreement and Plan.

5.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan have been signed by the duly authorized officers of the Constituent Entities pursuant to the authorization by the respective Board of Directors, Board of Managers, shareholders and members, all as of the day and year first above written.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

CASEY'S EAST CENTRAL, INC., an Iowa corporation  
By: William J. Wilbur  
Its: PRESIDENT

CASEY'S ENTERPRISES, LLC, an Iowa limited liability company  
By: Alan B. Johnson  
Its: PRESIDENT

RECORDER'S OFFICE  
SEAL  
INDIANA

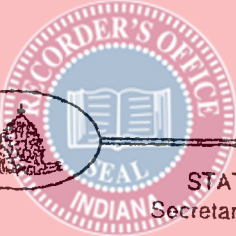
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STATE OF IOWA  
 Secretary of State Office 62070

I hereby certify that this is a true and complete document(s) to which the seal is affixed as filed in this office beginning 29 day of April 2004 to and including the date above.

DATED Oct 18 2004

Charles J. Beck  
 Secretary Of State

BY Patty Kimbrough  
spgs



Iowa Secretary of State  
04/30/2004 2:53:44 pm  
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CHECK \$50.00  
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**EXHIBIT "D"**  
**ARTICLES OF MERGER  
CASEY'S EAST CENTRAL, INC.  
WITH AND INTO  
CASEY'S MARKETING COMPANY**

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227179-NS

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**ARTICLE I**

Pursuant to Iowa Code Section 490.1102, Casey's East Central, Inc., an Iowa corporation ("Casey's East") is hereby merged with and into Casey's Marketing Company, an Iowa corporation ("Casey's Marketing") with Casey's Marketing being the resulting corporation.

**ARTICLE II**

The location and post office address of the principal place of business of Casey's Marketing is One Convenience Boulevard, Ankeny, Iowa 50021. The location and post office address of the principal place of business of Casey's East is One Convenience Boulevard, Ankeny, Iowa 50021.

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**ARTICLE III**

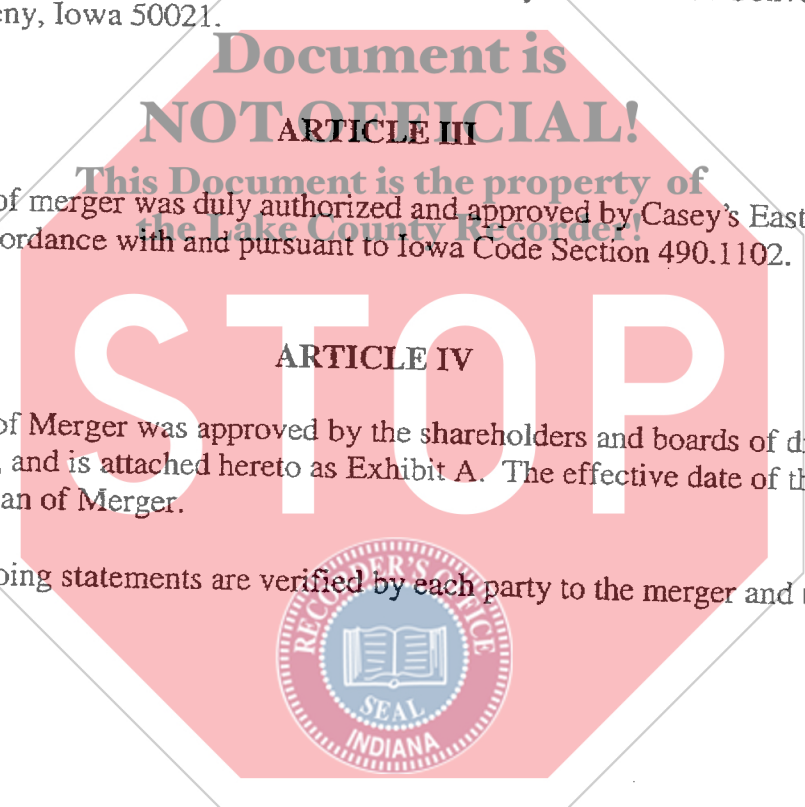
The plan of merger was duly authorized and approved by Casey's East and Casey's Marketing in accordance with and pursuant to Iowa Code Section 490.1102.

**This Document is the property of the Lake County Recorder!**

**ARTICLE IV**

The Plan of Merger was approved by the shareholders and boards of directors of each corporation, and is attached hereto as Exhibit A. The effective date of the merger is set forth in the Plan of Merger.

The foregoing statements are verified by each party to the merger and the resulting corporation.



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The foregoing is executed by the parties hereto on April 28, 2004.

CASEY'S EAST CENTRAL, INC., an Iowa corporation

By: William H. Wilgus  
Its: PRESIDENT

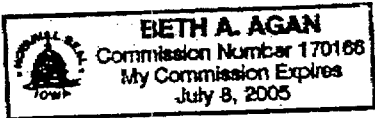
CASEY'S MARKETING COMPANY, an Iowa corporation

By: Michael R. Reichel  
Its: PRESIDENT



STATE OF IOWA )  
 :SS  
COUNTY OF POLK )

On this 29<sup>th</sup> day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Michael R. Richardson to me personally known, who, being by me duly sworn, did say that he/she is the President of Casey's Marketing Company executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that Michael R. Richardson, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

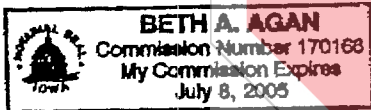


Beth A. Agan  
Notary Public in and for said county and state

STATE OF IOWA )  
 :SS  
COUNTY OF POLK )

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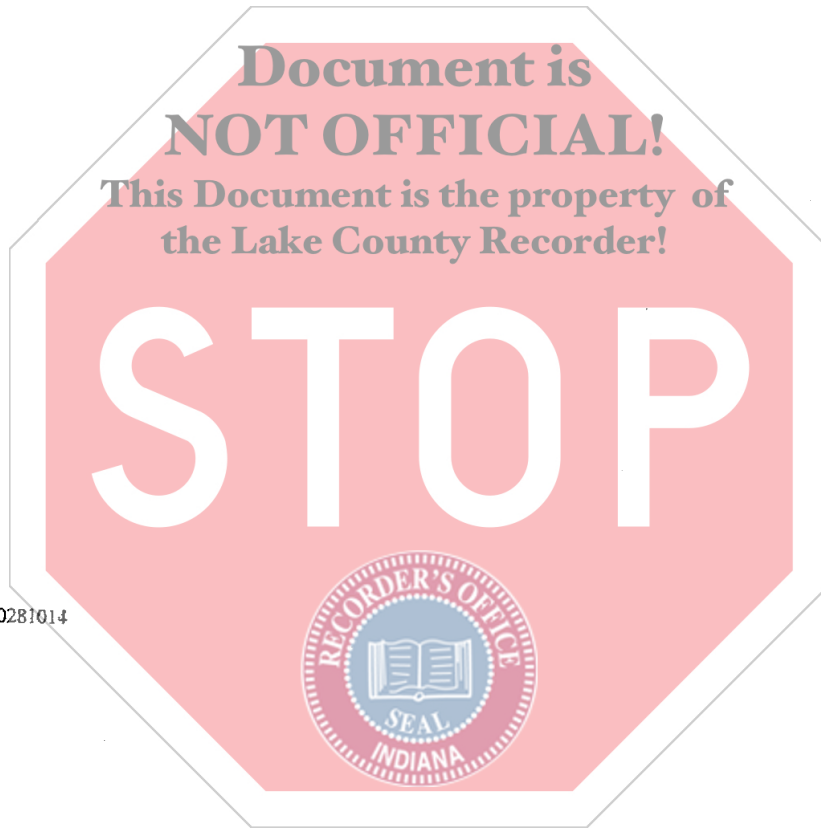
On this 28<sup>th</sup> day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared William J. Walljasper, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Casey's East Central, Inc. executing the within and foregoing instrument; that said Instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that William J. Walljasper, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Beth A. Agan  
Notary Public in and for said county and state



EXHIBIT A



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**AGREEMENT AND PLAN OF MERGER OF  
CASEY'S EAST CENTRAL, INC.  
WITH AND INTO CASEY'S MARKETING COMPANY**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 28th day of April, 2004, by and between Casey's East Central, Inc. ("Casey's East"), an Iowa corporation (Casey's East being hereinafter sometimes referred to as the "Merging Entity") and Casey's Marketing Company ("Casey's Marketing"), an Iowa corporation organized and existing under the laws of the State of Iowa (Casey's Marketing being hereinafter sometimes referred to as the "Resulting Corporation"), said two entities being hereinafter sometimes referred to collectively as the "Constituent Entities"; and

WHEREAS, the respective Boards of Directors and Shareholders of Casey's East and Casey's Marketing deem it advisable and in the best interests of the Constituent Entities that Casey's East be merged with and into Casey's Marketing, with Casey's Marketing being the Resulting Corporation, under and pursuant to the laws of the State of Iowa and on the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I  
MERGER**

1.1 Casey's East shall be merged with and into Casey's Marketing in accordance with the laws of the State of Iowa. The separate existence of Casey's East shall thereby cease, and Casey's Marketing shall be the Resulting Corporation.

1.2 The name which the Resulting Corporation is to have after the merger shall be "Casey's Marketing Company."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Entity shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Resulting Corporation shall possess all of the rights, privileges, powers, immunities and franchises, to the extent consistent with its Articles of Incorporation and applicable law. All the rights, privileges, powers and franchises of the Merging Entity, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Entity, and all debts due on whatever account to it and all and every other interest of or belonging to it, shall be taken by and

deemed to be transferred to and vested in the Resulting Corporation without further act or deed; and all such property, rights, privileges, powers, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Entity shall be thereafter as effectually the property of the Resulting Corporation as they were of the Merging Entity.

1.4 From and after the Effective Time, the Resulting Corporation shall be subject to all the duties and liabilities of an entity organized under Iowa law and shall be liable and responsible for all the liabilities and obligations of the Constituent Entities. The rights of the creditors of the Constituent Entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or the Resulting Corporation may be proceeded against or substituted in place of the Merging Entity. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Resulting Corporation shall continue unaffected and unimpaired by the merger.

## ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 12:01 a.m., on May 1, 2004. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Resulting Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Resulting Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Entities, or either of them, the officers and directors of the Constituent Entities shall execute and deliver all such instruments and take all such further actions as the Resulting Corporation may determine to be necessary or desirable in order to vest in and confirm to the Resulting Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

**ARTICLE III  
CHARTER AND BYLAWS;  
DIRECTORS AND OFFICERS**

3.1 The Articles of Incorporation of Casey's Marketing, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Resulting Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be affected by the merger.

3.2 The Bylaws of Casey's Marketing, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Resulting Corporation until duly amended in accordance with law, and no change to such Bylaws shall be affected by the merger.

3.3 The persons who are the Directors and officers of Casey's Marketing immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Resulting Corporation without change, to serve, subject to the provisions of the Bylaws of the Resulting Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Iowa and the Articles of Incorporation and Bylaws of the Resulting Corporation.

**ARTICLE IV**

**CONVERSION OF SHARES**

4.1 Each share of common stock of Casey's Marketing outstanding immediately prior to the effective time of the merger shall remain outstanding immediately after the merger as an identical share of common stock of the Resulting Corporation, without further corporate action and without the issuance or exchange of new shares or share certificates.

4.2 At the Effective Time of the merger, each issued and outstanding share of common stock of Casey's East shall be delivered to Casey's Marketing for cancellation and no new shares of common stock shall be issued in exchange therefor.

**ARTICLE V**  
**MISCELLANEOUS**

5.1 Notwithstanding anything herein to the contrary, the respective Boards of Directors of Casey's East or Casey's Marketing may, in their sole discretion and at any

time prior to the filing of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Entity. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Entities or its respective Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan have been signed by the duly authorized officers of the Constituent Entities pursuant to the authorization by the respective Board of Directors and shareholders, all as of the day and year first above written.

**Document is NOT OFFICIAL!**  
CASEY'S EAST CENTRAL, INC., an Iowa corporation  
This Document is the property of the Lake County Register!

By: William J. Wallace  
Its: PRESIDENT


**STOP**

CASEY'S MARKETING COMPANY, an Iowa corporation


By: Melvin R. Riebold  
Its: PRESIDENT

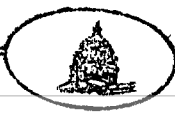
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**STATE OF IOWA**  
**Secretary of State Office**

# 02094

I hereby certify that this is a true and complete document(s) to which the seal is affixed as filed in this office beginning 20 day of April 2004 to and including the date below.

DATED 04 18 2004

Cheryl J. Anderson  
 Secretary of State

BY Patty Simonart

