

FILED EFFECTIVE

2017 FEB 14 AM 8:56

SECRETARY OF STATE  
STATE OF IDAHO

STATEMENT

~~ARTICLES~~ OF MERGER

**Ridley's Food Corporation, an Idaho corporation  
With and Into  
Ridley's Family Markets, Inc., a Wyoming corporation**

These Articles of Merger are filed with the Wyoming Secretary of State pursuant to Wyo. Stat. §§17-16-1102 and 1106, and with the Idaho Secretary of State:

1. The names of the parties to the merger are Ridley's Food Corporation, an Idaho corporation ("Food Corp."), which is merged with and into Ridley's Family Markets, Inc., a Wyoming corporation ("Family Markets"), which shall be the surviving entity and a Wyoming corporation.

2. Family Markets is an existing Wyoming entity, and no amendments to its Articles of Incorporation are necessary as the result of the merger.

3. The Plan and Agreement of Merger was duly approved by 100% of the directors and shareholders of Food Corp., in accordance with the governing statutes of the states of Wyoming and Idaho, and by 100% of the directors and shareholders of Family Markets, in accordance with the governing statutes of the state of Wyoming.

4. The effect of the merger shall be as stated in Wyo. Stat. § 17-16-1107.

5. The effective date of the merger shall be January 1, 2017, notwithstanding the date upon which these Articles of Merger are delivered to the Wyoming Secretary of State for filing in accordance with Wyo. Stat. § 17-16-123.

6. Donald Mark Ridley, President of Food Corp., has been authorized by that corporation's shareholders and Board of Directors to execute these Articles of Merger on behalf of that corporation. Donald Mark Ridley, President of the surviving corporation, has been authorized by the shareholders and Board of Directors of Family Markets to execute these Articles of Merger on behalf of that corporation.

Executed this 30 day of January, 2017, and effective as of the 1<sup>st</sup> day of January, 2017.

RIDLEY'S FOOD CORPORATION,  
an Idaho corporation

By: 

Donald Mark Ridley, President

RIDLEY'S FAMILY MARKETS, INC.  
a Wyoming corporation

By: 

Donald Mark Ridley, President

SECRETARY OF STATE  
02/14/2017 05:00

CK:3528 CT:206593 BH:1568897  
10 30.00 = 30.00 STMT MERGE #2

C86085

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an Idaho corporation

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## PLAN AND AGREEMENT OF MERGER

**Ridley's Food Corporation, an Idaho corporation  
With and Into  
Ridley's Family Markets, Inc., a Wyoming corporation**

This Plan and Agreement of Merger is by and between **Ridley's Food Corporation, an Idaho corporation ("Food Corp.")**, and **Ridley's Family Markets, Inc., a Wyoming corporation ("Family Markets")**, pursuant to Wyo. Stat. §17-16-1102, effective as of January 1, 2017, notwithstanding a different date of execution (the "Effective Date").

WHEREAS, Food Corp. and Family Markets have discussed the possibility of merging their operations, including their assets and liabilities, and have each respectively determined that merging is in the best interests of their respective organizations;

THEREFORE, in consideration of the consideration exchanged and covenants herein, the parties agree as follows:

1. **Merger.** The parties agree that Food Corp. shall merge with and into Family Markets, effective as of January 1, 2017, with the subsequent delivery of the Articles of Merger to the Wyoming Secretary of State (the "Delivery Date") and Idaho Secretary of State for filing, on the following terms and conditions which shall be effective as of the Delivery Date (unless otherwise stated below):

A. **Surviving entity, assets and liabilities.** Food Corp. shall merge with and into Family Markets, and Family Markets shall be the surviving entity. All Food Corp.'s assets and liabilities shall become those of Family Markets.

B. **Food Corp. shareholders to become Family Markets shareholders.** As the result of the merger, all of the currently outstanding shares of Food Corp. shall be cancelled and replaced with shares of stock in Family Markets, as described below.

i. Jerry L. Ridley ("Jerry") is the sole shareholder of Food Corp., owning all issued and outstanding shares of stock.

ii. Family Markets is authorized to issue five thousand (5,000) shares of common stock, of which one hundred (100) shares have been issued to Donald Mark Ridley ("Mark"), four hundred (400) shares have been issued to Jerry, and four thousand, five hundred (4,500) have been retained as treasury stock.

iii. After the Delivery Date and as a result of the merger, Jerry shall be issued an additional forty (40) shares of stock, and Mark shall be issued an additional ten (10) shares of stock so that the shareholders of Family Markets are:

- a. Mark, who shall own one hundred ten (110) shares; and
- b. Jerry, who shall own four hundred forty (440) shares.

## PLAN AND AGREEMENT OF MERGER

### **Ridley's Food Corporation, an Idaho corporation With and Into Ridley's Family Markets, Inc., a Wyoming corporation**

This Plan and Agreement of Merger is by and between **Ridley's Food Corporation, an Idaho corporation ("Food Corp.")**, and **Ridley's Family Markets, Inc., a Wyoming corporation ("Family Markets")**, pursuant to Wyo. Stat. §17-16-1102, effective as of January 1, 2017, notwithstanding a different date of execution (the "Effective Date").

WHEREAS, Food Corp. and Family Markets have discussed the possibility of merging their operations, including their assets and liabilities, and have each respectively determined that merging is in the best interests of their respective organizations;

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A. **Surviving entity, assets and liabilities.** Food Corp. shall merge with and into Family Markets, and Family Markets shall be the surviving entity. All Food Corp.'s assets and liabilities shall become those of Family Markets.

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- a. Mark, who shall own one hundred ten (110) shares; and
- b. Jerry, who shall own four hundred forty (440) shares.

2. **Warranties, representations and covenants of Food Corp.**

A. Food Corp. hereby warrants and represents to Family Markets that, as of the Effective Date:

i. Food Corp. is an existing Idaho for-profit corporation in good standing, and Jerry is its only shareholder, owning one hundred percent (100%) of all issued and outstanding stock;

ii. All of Food Corp.'s material assets and liabilities are transferrable, or assignable to, and/or assumable by, Family Markets as required by this Agreement;

iii. Food Corp. has disclosed all of its existing material assets, and existing and reasonably foreseeable liabilities, to Family Markets and otherwise provided Family Markets with free and unfettered access to all Food Corp.'s books and records, so far as Family Markets has requested such access, for purposes of Family Markets' due diligence review of Food Corp.'s assets and liabilities;

iv. Food Corp. has satisfied itself that it is aware of the condition and location of all Family Markets' material assets and liabilities, and that this merger is in the best interests of Food Corp. and its shareholders in light of that condition and location; and

v. Food Corp. has good and marketable title to all of its assets, free and clear of any and all liens, pledges or any other encumbrance; and

vi. Food Corp.'s assets exceed its liabilities, in the aggregate, and it is able to pay its debts as they come due in the ordinary course of business.

B. Food Corp. hereby covenants that:

i. Food Corp. shall not, between the Effective Date and the Delivery Date:

a. take any action that would make any of the foregoing warranties and representations untrue in any material respect;

b. issue any additional shares of stock, or grant any person any right in or to any shares of stock, including but not limited to option(s) to purchase; or

c. use, dispose or transfer any of its material assets, or incur any material debts or liabilities, except in the ordinary course of business, and upon notice to and approval of Family Markets. For purposes of this Agreement, "material", with respect to an asset or liability, means an asset or liability, or related assets or liabilities, with an aggregate value of five thousand dollars (\$5,000).

ii. Before Articles of Merger are delivered to the Wyoming Secretary of State and the Idaho Secretary of State, Food Corp.'s Board of Directors shall approve this Plan and Agreement of Merger and forward to Food Corp.'s shareholders a recommendation

**2. Warranties, representations and covenants of Food Corp.**

A. Food Corp. hereby warrants and represents to Family Markets that, as of the Effective Date:

i. Food Corp. is an existing Idaho for-profit corporation in good standing, and Jerry is its only shareholder, owning one hundred percent (100%) of all issued and outstanding stock;

ii. All of Food Corp.'s material assets and liabilities are transferrable, or assignable to, and/or assumable by, Family Markets as required by this Agreement;

iii. Food Corp. has disclosed all of its existing material assets, and existing and reasonably foreseeable liabilities, to Family Markets and otherwise provided Family Markets with free and unfettered access to all Food Corp.'s books and records, so far as Family Markets has requested such access, for purposes of Family Markets' due diligence review of Food Corp.'s assets and liabilities;

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c. use, dispose or transfer any of its material assets, or incur any material debts or liabilities, except in the ordinary course of business, and upon notice to and approval of Family Markets. For purposes of this Agreement, "material", with respect to an asset or liability, means an asset or liability, or related assets or liabilities, with an aggregate value of five thousand dollars (\$5,000).

ii. Before Articles of Merger are delivered to the Wyoming Secretary of State and the Idaho Secretary of State, Food Corp.'s Board of Directors shall approve this Plan and Agreement of Merger and forward to Food Corp.'s shareholders a recommendation

of approval of this Plan and Agreement of Merger in accordance with Wyo. Stat. §17-16-1106(b) and Idaho Code § 30-29-1104(2).

3. **Family Markets warranties, representations and covenants.**

A. Family Markets hereby warrants and represents to Food Corp. that, as of the Effective Date:

i. It is an existing Wyoming corporation in good standing, and that Mark and Jerry are the only shareholders, Mark owning twenty percent (20%) and Jerry owning eighty percent (80%) of all issued and outstanding stock;

ii. No amendments to Family Markets' Articles of Incorporation are required as the result of this merger;

iii. Family Markets has disclosed all of its existing material assets, and its existing and reasonably foreseeable liabilities, to Food Corp. and otherwise provided Food Corp. with free and unfettered access to all Family Markets' books and records, so far as Food Corp. has requested such access, for purposes of Food Corp.'s due diligence review of Family Markets' assets and liabilities;

iv. Family Markets has satisfied itself that it is aware of the condition and location of all of Food Corp.'s material assets and liabilities being transferred, assigned and assumed, respectively, pursuant to this Agreement, that Family Markets is accepting such assets and liabilities "as is, where is", and that this merger and such transfer, assignment and assumption are in the best interests of Family Markets and its shareholder in light of that condition and location;

v. has good and marketable title to all of its assets, free and clear of any and all liens, pledges or any other encumbrance, and

vi. has assets that exceed its liabilities in the aggregate, and is able to pay its debts as they come due in the ordinary course of business.

B. Family Markets hereby covenants that:

i. Between the Effective Date and the Delivery Date, Family Markets shall not:

a. take any action that would make any of the foregoing warranties and representations untrue in any material respect;

b. issue any additional shares of stock, or grant any person any right in or to any shares of stock interests, including any right or option to purchase shares of stock in the future; and

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**3. Family Markets warranties, representations and covenants.**

A. Family Markets hereby warrants and represents to Food Corp. that, as of the Effective Date:

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ii. No amendments to Family Markets' Articles of Incorporation are required as the result of this merger;

iii. Family Markets has disclosed all of its existing material assets, and its existing and reasonably foreseeable liabilities, to Food Corp. and otherwise provided Food Corp. with free and unfettered access to all Family Markets' books and records, so far as Food Corp. has requested such access, for purposes of Food Corp.'s due diligence review of Family Markets' assets and liabilities;

iv. Family Markets has satisfied itself that it is aware of the condition and location of all of Food Corp.'s material assets and liabilities being transferred, assigned and assumed, respectively, pursuant to this Agreement, that Family Markets is accepting such assets and liabilities "as is, where is", and that this merger and such transfer, assignment and assumption are in the best interests of Family Markets and its shareholder in light of that condition and location;

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c. use, dispose or transfer any of its material assets, or incur any material debts or liabilities, except in the ordinary course of business, and upon notice to and approval of Food Corp.

ii. Before Articles of Merger are delivered to the Wyoming Secretary of State and Idaho Secretary of State, all shareholders of Family Markets shall consent to this Plan and Agreement of Merger in accordance with Wyo. Stat. §17-16-1104.

4. **Filing Articles of Merger and further actions.** Upon approval of this Plan and Agreement of Merger by the shareholders of Food Corp. and the shareholders of Family Markets, Articles of Merger shall be delivered to the Wyoming Secretary of State for filing in accordance with Wyo. Stat. §17-16-1106 and a copy shall be delivered to the Idaho Secretary of State. Food Corp. and Family Markets shall each execute such documents effecting the transfer, assignment and assumption of Food Corp.'s assets and liabilities to Family Markets as may be reasonably necessary to accomplish such transfer, assignment and assumption.

5. **Miscellaneous.**

A. **Survival of Warranties.** All representations, warranties and covenants made by a party shall survive the execution hereof, any investigation by a party hereto, and the closing hereof.

B. **Expenses of transaction.** Food Corp. and Family Markets shall each bear their own costs and expenses, including legal and accounting fees, incurred in negotiating the agreement evidenced hereby, in preparing this Agreement and the other documentation referred to herein and in consummating the transactions contemplated under this Agreement.

C. **Assignment.** No party may assign this Agreement or any interest herein without the prior written consent of the other. Any assignment for which consent is given shall not relieve the assignor of any of the assignor's liabilities, obligations, representations or warranties hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, personal representatives, legatees, devisees and heirs.

D. **Severability.** Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

E. **Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a future or continuing waiver of any such term, provision, or condition of this Agreement; but any party hereto may waive his or its rights in any particular instance by a written instrument of waiver.

c. use, dispose or transfer any of its material assets, or incur any material debts or liabilities, except in the ordinary course of business, and upon notice to and approval of Food Corp.

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F. Captions and Construction. The captions in this Agreement are included for convenience only and shall not be considered in the interpretation or construction of this Agreement. The language in all parts hereof shall, in all cases, be construed as a whole according to its fair meaning and neither strictly for nor against either party regardless of the scrivener hereof.

G. Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without reference to its conflict of laws principles. Any lawsuit or other action at law or equity to enforce or construe any provision of this Agreement shall be brought exclusively in the district or circuit courts for Cheyenne, Wyoming, and venue shall lie exclusively therein and all parties hereby agree and consent to the personal jurisdiction of such courts over them.

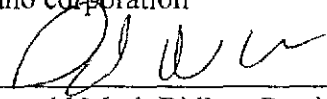
H. Specific Performance. If any party to this Agreement fails to perform any act required by the terms of this Agreement, then, in addition to all other remedies available at law, the other parties may institute and maintain a proceeding to compel the specific performance of this Agreement by the defaulting party.

I. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

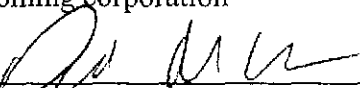
J. Entire Agreement. This Agreement, together with the exhibits hereto (if any) and written instruments referenced herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous oral agreements and understandings between the parties hereto with regard to the subject matter hereof. This Agreement may be amended only by a written instrument setting forth the amendment with specificity, which is executed by both of the parties hereto.

AGREED:

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an Idaho corporation

By:   
Donald Mark Ridley, President

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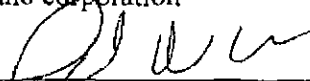
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J. Entire Agreement. This Agreement, together with the exhibits hereto (if any) and written instruments referenced herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous oral agreements and understandings between the parties hereto with regard to the subject matter hereof. This Agreement may be amended only by a written instrument setting forth the amendment with specificity, which is executed by both of the parties hereto.

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