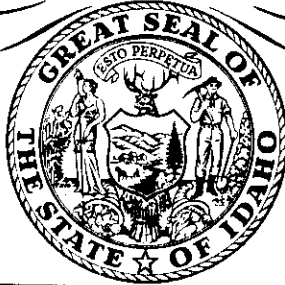


# State of Idaho



## Department of State.

### CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

**PETE T. CARMUSA**

I, ~~ARNOLD WILLIAMS~~, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

**PAMA HOP CO.**

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Tenth** day of **June** 19<sup>**68**</sup>, original articles of amendment, as provided by Section **30-151, 30-152, 30-153, Idaho Code, agreement of merger, merging DESERT HOP CO. with & into PAMA HOP CO., the latter the surviving corporation,**

and that the said articles of amendment contain the statement of facts required by law, and are recorded on ~~Film No.~~ **microfilm** <sup>will be</sup> of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **10th** day of **June**, A. D., 19 **68**.

Secretary of State

## AGREEMENT OF MERGER

Agreement of Merger, dated as of the 30th day of April, 1968, by and between PARMA HOP CO., an Idaho corporation with its principal place of business at Wilder, Idaho, and its directors, parties of the first part, and DESERT HOP CO., an Idaho corporation with its principal place of business at Wilder, Idaho, and its directors, parties of the second part:

1 by merge into itself; and that the terms and conditions of the  
2 merger hereby provided for and the mode of carrying it into effect  
3 are, and shall be, as hereinafter set forth.

4 ARTICLE I

5 The name of the corporation to survive the merger is  
6 Parma Hop Co.

7 ARTICLE II

8 The identity, existance, purposes, powers, objects, fran-  
9 chises, rights and immunities of Parma Hop Co. shall continue un-  
10 effected and unimpaired by the merger hereby provided for (herein-  
11 after sometimes called the "merger"), and the corporate franchise,  
12 entity, existance and rights of Desert Hop Co. shall be continued  
13 in and merged into Parma Hop Co., and Parma Hop Co. shall be fully  
14 vested therewith. The separate existance and corporate organization  
15 of Desert Hop Co., except insofar as they may be continued by sta-  
16 tute, shall cease as soon as this agreement of merger shall have  
17 been authorized, adopted, and approved at meetings of the stock-  
18 holders of Parma Hop Co. and Desert Hop Co. by the votes of the  
19 holders representing two-thirds of the voting power of all share-  
20 holders of each corporation entitled to vote thereon in each of said  
21 corporations, and the fact that each shall have so voted shall be cer-  
22 tified on this agreement by the Secretary of each corporation, and  
23 this agreement shall be signed by the President and Secretary of  
24 each of said corporations and acknowledged by the President of each  
25 corporation. Thereafter, this agreement when adopted, certified and  
26 acknowledged, shall be delivered to the Secretary of State of the  
27 State of Idaho with the request that he file and record the same in  
28 his office and that thereafter a copy of this agreement, certified  
29 by the Secretary of State of the State of Idaho, shall be filed and  
30 recorded in the offices of the County Recorder in the counties of  
31 the State of Idaho in which any of the constituent corporations to  
32 this agreement have their registered offices, and in any of the

counties in which any of the corporate parties have land, title to which will be transferred as a result of the merger, and thereupon Parma Hop Co. and Desert Hop Co. shall become a single corporation, to-wit: Parma Hop Co., the parties of the first part.

### ARTICLE III

In addition to the powers conferred upon and by statute, the powers of the surviving corporation, until they shall be amended or changed as provided by law, shall be those set forth in the Articles of Incorporation of Parma Hop Co. filed with the Secretary of the State of Idaho on the 26th day of August, 1957.

### ARTICLE IV

The By-Laws of Parma Hop Co. in effect immediately prior to date shall be the By-Laws of the surviving corporation until the same shall be altered, ammended, or repealed.

### ARTICLE V

The members of the Board of Directors and the officers of Parma Hop Co. immediately prior to date of merger shall be the members of the Board of Directors and officers, respectively, of the surviving corporation, and they shall continue to hold office until their respective successors shall have been elected and shall qualify pursuant to the By-Laws of the surviving corporation or as otherwise provided in said By-Laws.

The names and addresses of the present directors of Parma Hop Co., who shall act as the directors of the surviving corporation until their successors are duly chosen and qualified, are as follows:

John W. Batt	1904 Grant Street Caldwell, Idaho
Lyndall B. Batt	1904 Grant Street Caldwell, Idaho
Harold J. Batt	910 E. Ash Caldwell, Idaho

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1 living corporation without further act or deed, and shall be there-  
2 after as effectually the property of the surviving corporation as  
3 they were of the respective constituent corporations; and title to  
4 any real estate, whether vested by deed or otherwise in any of the  
5 constituent corporations, shall not revert or be in any way impaired  
6 by reason of the merger; and the surviving corporation shall thence  
7 forth be responsible for all the debts, liabilities, obligations, and  
8 duties of each of the constituent corporations, and all said debts,  
9 liabilities, obligations, and duties shall thence forth attach to the  
10 surviving corporation and may be enforced against it to the same ex-  
11 tent as if said debts, liabilities, obligations, and duties had been  
12 incurred or contracted by the surviving corporation; that the lia-  
13 bilities of the constituent corporation or of their shareholders,  
14 directors, or officers, shall not be affected nor shall the rights  
15 of the creditors thereof or of any persons dealing with the consti-  
16 tuent corporations, or any liens upon the property of the consti-  
17 tuent corporations, be impaired by the merger; and all rights of  
18 creditors and all liens upon any property of any of the constituent  
19 corporations shall be preserved unimpaired, and any claim existing,  
20 or action or proceeding pending by or against any of the constituent  
21 corporations, may be prosecuted to judgement as if the merger had not  
22 taken place, or the surviving corporation may be proceeded against or  
23 substituted in its place.

#### 24 ARTICLE VIII

25       Upon the effective date of merger, the assets and liabilit-  
26 ies of the constituent corporations shall be taken up or continued  
27 on the books of the surviving corporation at the amounts at which  
28 they respectively shall be carried at that time on the books of the  
29 respective constituent corporations; and any amount by which the  
30 value of the assets so taken up or continued on the books of the  
31 surviving corporation shall exceed the sum of the amount of capital  
32 of the surviving corporation upon the effective date of merger, and

SAMUEL EISMANN  
ATTORNEY AT LAW  
CALDWELL, IDAHO

1 liabilities of the surviving corporation upon the effective date of  
2 merger, shall be surplus. Against such surplus there may be charged  
3 any losses at any time incurred by the surviving corporation, and  
4 also any dividends or other distributions made to the holders of its  
5 common stock.

6 ARTICLE IX

7 All expenses incident to the merger shall be paid by the  
8 surviving corporation.

9 ARTICLE X

10 From time to time, as and when requested by the surviving  
11 corporation, or by its successors or assigns, each of the constituent  
12 corporations shall execute and deliver, all such deeds and other  
13 instruments, and shall take or cause to be taken all such further  
14 and other action, as the surviving corporation may deem necessary  
15 or desireable, in order to more fully vest in and confirm to the  
16 surviving corporation title to and possession of all the property,  
17 rights, privileges, powers and franchises referred to in Article VII  
18 hereof and otherwise to carry out the intent and purposes of this  
19 agreement of merger.

20 IN WITNESS WHEREOF, the Directors of each of the consti-  
21 tuent corporations have entered into this agreement of merger, have  
22 duly subscribed their respective names to this agreement of merger,  
23 and have caused the corporate seal of each of the constituent corpor-  
24 ations to be hereunto affixed and attested, all as of the day and  
25 year first above written.  
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John W. Batt Jr

Lyndall B. Batt

Harold J. Batt

Directors of Parma Hop Co.

ATTEST:

Lyndall B. Batt

John W. Batt Jr

Lyndall B. Batt

Harold J. Batt

Directors of Desert Hop Co.

ATTEST:

Lyndall B. Batt

STATE OF IDAHO       )  
County of Canyon    ) ss.

On this 30<sup>th</sup> day of April, 1968, before me, the undersigned, a Notary Public in and for said State personally appeared JOHN W. BATT, JR., LYNDALL B. BATT and HAROLD J. BATT, known to me to be the directors of Parma Hop Co. and Desert Hop Co., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Samuel Eismann  
Notary Public for Idaho  
Residing at Caldwell, Idaho



CERTIFICATION

I, LYNDALL B. BATT, hereby certify that I am Secretary of each of the following corporations, namely, Parma Hop Co. and Desert Hop Co. all of which corporations are organized and existing under the laws of the State of Idaho, and I do further certify for each corporation as follows:

The foregoing agreement of merger of Parma Hop Co. and Desert Hop Co. was signed under the corporate seals of each of said corporations and delivered by the said corporations and by their respective directors after the directors of the said corporations and their respective boards of directors by their respective resolutions unanimously adopted by the unanimous vote of all members of each board, had approved for each corporation the agreement of merger in the terms of agreement therein set forth at meetings of each board duly held for the purpose of considering them.

The agreement of merger was duly submitted to the stockholders of each corporation at meetings separately called by their respective boards of directors at different times on April 30, 1968, for the purpose of taking the same into consideration and at which meetings the stockholders of each corporation had waived in writing the call and notice of their respective meetings.

At the meetings so held the agreement of merger was considered with the owners of all the stock issued and outstanding being present in person with all stockholders voting their respective shares in each corporation for adoption of the agreement of merger.

IN WITNESS WHEREOF, as Secretary of each of said corporations I have executed this Certification upon behalf of each, signing separately as Secretary of each, and affixing separately the corporate seal of each.

SAMUEL EISMANN  
ATTORNEY AT LAW  
CALDWELL, IDAHO

PARMA HOP CO.

Lyndall B. Batt

DESERT HOP CO.

Lyndall B. Batt

The foregoing agreement for merger having been duly adopted by each of the corporations parties thereto and having been duly certified by the Secretary at a special meeting of the stockholders of each of the corporate parties hereto all in accordance with law, the agreement of merger is hereby signed in the name and on behalf of each of the corporations by their respective Presidents and by their respective Secretaries, under the respective corporate sales of the corporations this 30th day of April, 1968.

PARMA HOP CO.

John W. Batt  
Its President

ATTEST:

Lyndall B. Batt  
Its Secretary

DESERT HOP CO.

John W. Batt  
Its President


ATTEST:

Lyndall B. Batt  
Its Secretary

1 STATE OF IDAHO )  
2 County of Canyon ) ss.

3 On this 30th day of April, 1968, before me, the undersigned,  
4 a Notary Public in and for said State personally appeared JOHN W.  
5 BATT, JR., and LYNDALL B. BATT, known to me to be the President and  
6 Secretary respectively of each of the following named corporations,  
7 Parma Hop Co. and Desert Hop Co. that executed the within instrument  
8 and acknowledged to me that such corporations executed the same.

9 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
10 my official seal the day and year in this certificate first above  
11 written.

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14 Notary Public for Idaho  
15 Residing at Caldwell, Idaho  
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