

**FILED EFFECTIVE**

**STATEMENT OF MERGER**  
(FOR FILING IN IDAHO)

2015 OCT 29 PM 3:45

SECRETARY OF STATE  
STATE OF IDAHO

**KNOW ALL MEN BY THESE PRESENTS:**

In accordance with Idaho Code § 30-22-205, the undersigned entities each herewith state:

**ARTICLE I. NAME, JURISDICTION AND TYPE OF THE NON-SURVIVING ENTITY.** The name of the sole Non-Surviving Entity is "AG Technologies, LLC". The Jurisdiction of organization of the Non-Surviving Entity is Nevada. The Non-Surviving Entity is a limited liability company established by Articles of Organization filed in the offices of the Secretary of State of Nevada on or about October 7, 2004.

**ARTICLE II. NAME, JURISDICTION AND TYPE OF THE SURVIVING ENTITY.** The name of the Surviving Entity is "AG Technologies, L.L.C." The Jurisdiction of organization of the Surviving Entity is Idaho. The Surviving Entity is a limited liability company established by Certificate of Organization Limited Liability Company filed in the offices of the Secretary of State of Idaho on or about ~~September~~ <sup>October</sup> 25, 2015.

**ARTICLE III. EFFECTIVE DATE.** This Statement of Merger is intended to be effective upon filing of this Statement.

**ARTICLE IV. APPROVAL OF PLAN OF MERGER BY DOMESTIC MERGING ENTITY.** The Plan of Merger was approved by the sole domestic merging entity, AG Technologies, L.L.C., an Idaho limited liability company, in accordance with the Idaho Model Entity Transactions Act, Idaho Code § 30-22-201, et seq.

**ARTICLE V. APPROVAL OF PLAN OF MERGER BY FOREIGN MERGING ENTITY.** The Plan of Merger was approved by the foreign merging entity, AG Technologies, LLC, a Nevada limited liability company in accordance with the applicable law of its jurisdiction, Nevada Revised Statutes Title 7 § 92A.120, et seq.

**ARTICLE VI. NO AMENDMENT TO PUBLIC ORGANIC DOCUMENT.** The Surviving Entity existed prior to the merger and was not created by the merger. The public organic document of the surviving entity was not amended by the Agreement and Plan of Merger.

*October*  
Dated this 21 day of September, 2015.

**AG TECHNOLOGIES, LLC, an  
Idaho limited liability company**

By

Nancy Fox – Member and  
Authorized Agent

**AG TECHNOLOGIES, LLC, a  
Nevada limited liability company**

By

Nancy Fox – Member and Authorized  
Agent

IDAHO SECRETARY OF STATE

10/29/2015 05:00

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**MEMBER CONSENT**  
(Idaho)

WHEREAS, the undersigned together comprise all of the Members of AG TECHNOLOGIES, LLC, an Idaho limited liability company (hereinafter the "AGT"); and

WHEREAS, the undersigned wish to consent to certain business decisions of AGT, as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

**1) Each of the undersigned Members of AGT herewith consent to and agree that AGT shall take the following actions and instruct, consent to and ratifies the following actions as lawful actions of AGT:**

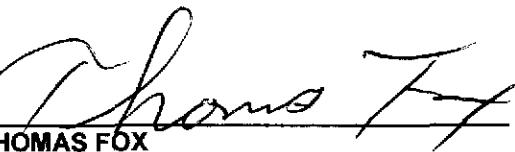
- a) Merger of AG Technologies, LLC, a Nevada limited liability company into AGT, as more fully provided in the "Agreement and Plan of Merger" of which a true and correct copy is marked Exhibit "A" attached hereto, referred to and by reference made a part hereof..
- b) AGT's execution of the Agreement and Plan of Merger.
- c) AGT's execution of a Statement of Merger and filing of the Statement of Merger with the Idaho Secretary of State in conformity with applicable Idaho law.
- d) AGT's execution of Articles of Merger and filing of such Articles of Merger with the Nevada Secretary of State in conformity with applicable Nevada law.
- e) AGT's shall herewith appoint Nancy Fox as the true and lawful attorney-in-fact for and in the name and place of the AGT to execute the Agreement and Plan of Merger attached hereto, to perform the actions described therein on behalf of the AGT and to take such other and further action as in such attorney's opinion may be necessary or helpful to accomplish the merger described in the attached Agreement and Plan of Merger.

**2) Each of the undersigned Members of the AGT herewith certify as follows.**

- a) The undersigned hereto collectively comprise all of the Members of AGT;
- b) That the foregoing is not inconsistent with AGT' Articles of Organization or any Operating Agreement of AGT;
- c) No other consents are required by applicable law; and
- d) That the foregoing shall be effective at such time as all of Members have executed these presents, which execution may be made by separate written counterpart.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the 21 day of September, 2015.

  
THOMAS FOX

  
NANCY FOX

**Exhibit "A" to Member Consent**

The Agreement and Plan of Merger is as follows:

*(TO BE ATTACHED PRIOR TO EXECUTION.)*

## AGREEMENT AND PLAN OF MERGER

*October*

This AGREEMENT AND PLAN OF MERGER is made this 21 day of ~~September~~, 2015 (the Agreement), by and between AG TECHNOLOGIES, LLC, an Idaho limited liability company (herein "Surviving Entity"), and AG TECHNOLOGIES, LLC, a Nevada limited liability company (herein "Non-Surviving Entity").

### R E C I T A L S

**A.** The Surviving Entity is a limited liability company in good standing organized under the jurisdiction of the State of Idaho, lawfully operating within the State of Idaho and is owned in equal shares by Thomas Fox and Nancy Fox ("Surviving Entity Members").

**B.** The Non-Surviving Entity is a limited liability company in good standing organized under the jurisdiction of the State of Nevada, lawfully operating within the State of Nevada and is owned in equal shares by Thomas Fox and Nancy Fox ("Non-Surviving Entity Members").

**C.** The Surviving Entity, the Surviving Entity Members, the Non-Surviving Entity and the Non-Surviving Entity Members have each determined that it is in the best interest of their respective limited liability companies and their respective members to combine their respective limited liability companies.

**D.** In furtherance of such combination, the Surviving Entity Members and the Non-Surviving Entity Members have each adopted this Agreement and approved the merger (the Merger) of the Non-Surviving Entity into the Surviving Entity in accordance under the terms and conditions set forth herein and in accordance with Idaho Model Entity Transactions Act, Idaho Code § 30-22-201, et seq. and Nevada Revised Statutes Title 7 § 92A.100, et seq.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1) Merger.

- a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), the Non-Surviving Entity, shall be merged with and into the Surviving Entity, whereupon the separate company existence of the Non-Surviving Entity will cease and the Surviving Entity shall be the surviving entity in the merger.
- b) From and after the Effective Date, title to all real estate and other property owned by the Surviving Entity and the Non-Surviving Entity shall be owned by the Surviving Entity and the Surviving Entity shall have all liabilities of the Surviving Entity and of the Non-Surviving Entity.
- c) As more fully set forth above, the Surviving Entity and the Non-Surviving Entity are owned by the same Members in the same relative proportions. Accordingly, the interest of each Non-Surviving Member shall be converted into a like membership interest in the Surviving Entity and the Surviving Entity combined assets and liabilities such that, after the merger, the ownership of the Surviving Entity shall be as stated in paragraph 2) d) hereof.
- d) No amendments are proposed to the Public Organic Documents or Private Organic Rules of the Surviving Entity.

- e) As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, the Surviving Entity and the Non-Surviving Entity will file articles of merger (the Articles of Merger) with the appropriate offices within the States of Nevada and Idaho and make all other filings or recordings required by applicable law in connection with the Merger.
- f) The merger shall be effective at such time as the Articles of Merger are duly filed in both Idaho and Nevada (the Effective Date).

**2) Surviving Entity.**

- a) The Certificate of Organization filed by the Surviving Entity with the Idaho Secretary of State on or about ~~September 21~~, 2015, shall be the Articles of Organization of the Surviving Entity.  
~~October~~
- b) Prior to the Effective Date the agents and employees of the Non-Surviving Entity and the Surviving Entity shall continue to serve in their respective capacities.
- c) As of the Effective Date, all the agents and employees of the Non-Surviving Entity shall become agents and employees of the Surviving Entity by virtue of the merger.
- d) As of the Effective Date, the Surviving Entity shall be owned as follows:
  - i) **Thomas Fox** 50.000%  
1111 South Carnahan Road  
King Hill, Idaho 83633
  - ii) **Nancy Fox** 50.000%  
1111 South Carnahan Road  
King Hill, Idaho 83633

**3) Representations and Warranties.**

- a) The Non-Surviving Entity represents and warrants to the Surviving Entity and to the Surviving Entity Members that:
  - i) The Non-Surviving Entity is duly organized, validly existing and in good standing under the laws of the State of Nevada.
  - ii) The Non-Surviving Entity has made available to the Surviving Entity Members complete and correct copies of the Non-Surviving Entity Articles of Organization and of any Operating Agreement of the Non-Surviving Entity.
  - iii) The Non-Surviving Entity has made available to the Surviving Entity Members copies of all Non-Surviving Entity financial statements to date (the "Non-Surviving Entity Financial Statements").
  - iv) Since the date of the last financial statement provided to the Surviving Entity Members, The Non-Surviving Entity has conducted the Non-Surviving Entity's operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of Non-Surviving Entity except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
  - v) Except as disclosed in the Non-Surviving Entity Financial Statements, there are no (A) criminal,

civil or administrative actions, claims, hearings, investigations or proceedings pending, or, to the knowledge of the Non-Surviving Entity Members, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the Non-Surviving Entity Members that would reasonably be expected by the Non-Surviving Entity Members to result in any adverse claims against the Non-Surviving Entity.

- b) The Surviving Entity represents and warrants to The Non-Surviving Entity and to The Non-Surviving Entity Members that:
  - i) The Surviving Entity is duly organized, validly existing and in good standing under the laws of the State of Idaho.
  - ii) The Surviving Entity has made available to the Non-Surviving Entity Members complete and correct copies of the Surviving Entity Articles of Organization and of any Operating Agreement of the Surviving Entity.
  - iii) The Surviving Entity has made available to the Non-Surviving Entity Members copies of all Surviving Entity financial statements to date (the "Surviving Entity Financial Statements").
  - iv) Since the date of the last financial statement provided to the Non-Surviving Entity Members, the Surviving Entity has conducted the Surviving Entity's operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of the Surviving Entity except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
  - v) Except as disclosed in the Surviving Entity Financial Statements, there are no (A) criminal, civil or administrative actions, claims, hearings, investigations or proceedings pending, or, to the knowledge of the Surviving Entity Members, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the Surviving Entity Members that would reasonably be expected by Surviving Entity to result in any adverse claims against the Surviving Entity.

#### 4) Covenants.

- a) The Non-Surviving Entity covenants and agrees after the date hereof and until the Effective Date:
  - i) The business of the Non-Surviving Entity shall be conducted by the Non-Surviving Entity in the ordinary and usual course and, to the extent consistent therewith. The Non-surviving Entity shall use its best efforts to maintain the Non-Surviving Entity existing relations and goodwill with the Non-Surviving Entity members, vendors, and employees.
  - ii) The Non-Surviving Entity shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of the Surviving Entity.
  - iii) The Non-Surviving Entity shall use its best efforts to obtain the consent of the Non-Surviving Entity Members to the merger contemplated herein and to take all other action necessary to consummate the merger contemplated herein.
  - iv) The Non-Surviving Entity will coordinate with the Surviving Entity all press releases and public announcements regarding the merger.

- v) All costs and expenses incurred by the Non-Surviving Entity in connection with this Agreement shall be paid by the Non-Surviving Entity.
- b) The Surviving Entity covenants and agrees after the date hereof and until the Effective Date:
  - i) The business of the Surviving Entity shall be conducted by the Surviving Entity in the ordinary and usual course and, to the extent consistent therewith. The Surviving Entity shall use its best efforts to maintain the Surviving Entity existing relations and goodwill with the Surviving Entity members, vendors, and employees.
  - ii) The Surviving Entity shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of the Non-Surviving Entity.
  - iii) The Surviving Entity shall use its best efforts to obtain the consent of the Surviving Entity Members to the merger contemplated herein and to take all other action necessary to consummate the merger contemplated herein.
  - iv) The Surviving Entity will coordinate with the Non-Surviving Entity all press releases and public announcements regarding the merger.
  - v) All costs and expenses incurred by the Surviving Entity in connection with this Agreement shall be paid by the Surviving Entity.
- 5) **Membership Approvals.** Both parties agree to submit this Agreement for approval of their respective Members on or before October 31, 2015 with approval to occur by October 31, 2015. If this Agreement is approved by the membership of Non-Surviving Entity and the Surviving Entity by the votes required in by each entities respective Operating Agreement (if any) and by the applicable laws of the states pursuant to which such entities are presently organized, then Articles (or Statements) of Merger shall be executed and filed with the appropriate officials of the States of Nevada and Idaho.
- 6) **Termination.** This Agreement may be terminated and the merger abandoned any time before the approval thereof by the Non-Surviving Entity Members and the Surviving Entity Members.
- 7) **Amendments.** This Agreement may be amended with the approval of the Members of the parties at any time before or after the approval hereof by the respective parties' members.
- 8) **Extension; Waiver.** At any time prior to the Effective Date, the Members of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.
- 9) **Legal Representation.** This agreement was prepared by Eric Swartz as attorneys for Surviving Entity (only). The Non-Surviving Entity, the Non Surviving Entity Members and the Surviving Entity Members each jointly and severally:
  - a) Acknowledge that each has been informed that one or more of said attorneys may have, in the past, represented the Non-Surviving Entity, the Non-Surviving Entity Members or the Surviving Entity Members in unrelated matters;
  - b) Consent to said attorneys representation of the Surviving Entity only in this transaction;
  - c) Acknowledge that said attorneys have not provided tax advice;

- d) Acknowledge that each has been advised to have this transaction reviewed by independent attorneys and accountants;
- e) Acknowledges that in executing this agreement each has either secured independent legal review and advice or elected to proceed in the absence thereof and
- f) Acknowledges that Eric Swartz has not given any advice to the Non-surviving Entity, the Non-Surviving Entity Members or the Surviving Entity Members regarding the transaction contemplated hereby.

10) **Further Assurances.** Each of the parties hereto agrees to promptly execute such other and further documents as may be reasonably required to carry out the purpose and intent of this Agreement.

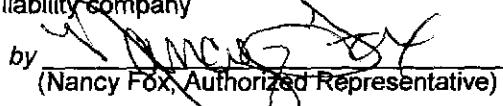
11) **Headings.** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

12) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior agreements and discussions, both written and oral.

**IN WITNESS WHEREOF**, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized representatives as of the day and year first above written.

**THE NON-SURVIVING ENTITY**

AG TECHNOLOGIES, LLC, a Nevada limited  
liability company

by   
(Nancy Fox, Authorized Representative)

**THE SURVIVING ENTITY**

AG TECHNOLOGIES, LLC, an Idaho limited  
liability company

by   
(Nancy Fox, Authorized Representative)