

# 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 NORTH BLISS CATTLE CO., INC., an Idaho corporation, into FAULKNER HAYHOOK RANCHES, INC., an Idaho corporation, 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 18, 1992



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *Sally J. Clark*

**ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS**

RECEIVED  
SEC. OF STATE

**INTO  
FAULKNER HAYHOOK RANCHES, INC.**

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Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

**FIRST:** The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

**PLAN AND AGREEMENT OF MERGER**, dated this 15th day of December, 1992, between Faulkner Hayhook Ranches, Inc., an Idaho corporation (hereinafter referred to as the "Surviving Corporation"), and North Bliss Cattle Co., Inc., an Idaho Corporation, (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

**FIRST**

**RECITALS**

Faulkner Hayhook Ranches, Inc., is validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Idaho.

Faulkner Hayhook Ranches, Inc., has an authorized capital of 4,000 shares of Common Stock with a par value of \$100.00 each, of which on the 21st day of March, 1988, 75 shares were issued and outstanding and 175 shares were held in its treasury.

The Merging Corporation has an authorized capital of 300 shares of Common Stock with a par value of \$1,000.00 each, of which on the date of execution of this Agreement 114 shares were issued and outstanding, and 114 shares were held in its treasury, and no shares were subject to stock options held by officers and employees.

The Board of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into Faulkner Hayhook Ranches, Inc. in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Agreement of Merger in connection with the merger.

**SECOND**

**AGREEMENT OF MERGER**

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Faulkner Hayhook Ranches, Inc., the Surviving

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Corporation, pursuant to the laws of the State of Idaho, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth:

On the effective date of the merger, the Merging Corporation shall be merged with and into Faulkner Hayhook Ranches, Inc. and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named Faulkner Hayhook Ranches, Inc., an Idaho Corporation, which shall be the Surviving Corporation.

### THIRD

#### ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of Faulkner Hayhook Ranches, Inc. shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Corporation Law of the State of Idaho.

### FOURTH

#### BY-LAWS OF SURVIVING CORPORATION

The By-Laws of Faulkner Hayhook Ranches, Inc. in effect immediately prior to the effective date of the merger shall continue to be the By-Laws of the Surviving Corporation, until altered or repealed in the manner provided by law and such By-Laws.

### FIFTH

#### DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of Faulkner Hayhook Ranches, Inc. immediately prior to the effective date of the merger shall continue to be the Directors of the Surviving Corporation, to hold office for the terms specified in the By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

### SIXTH

#### MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of Faulkner Hayhook Ranches, Inc., the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

1. Each share of Common Stock of Faulkner Hayhook Ranches, Inc. which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable share of the surviving Corporation's Common Stock with a par value of \$100.00 each.

2. Each share of the Merging Corporation's Common Stock which is issued and outstanding immediately prior to the

effective date of the merger, shall by virtue of the merger be converted into and become, without action on the part of the holder of such Common Stock, one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation; provided, however, that no fractional shares shall be issued, but, in lieu thereof, arrangements will be made to issue to an Agent for the holders otherwise entitled to a fractional share interest, a certificate or certificates for the number of whole shares representing the aggregate of such fractional share interests, if necessary, rounded off to the next highest whole share. The Agent will sell such whole shares and distribute the proceeds of sale to the stockholders entitled thereto in proportion to their fractional share interests. Each outstanding certificate for Common Stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of Common Stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above; provided, however, that until the holder of such certificate shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of Common Stock of the Surviving Corporation as of any date subsequent to the effective date of the merger and no payment, if any, in lieu of fractional shares shall be paid to such holder with respect to the Common Stock of the Surviving Corporation represented by such certificate. However, upon surrender and exchange of such certificate as herein provided, there shall be paid to the record holder of the certificate of certificates of Common Stock of the Surviving Corporation issued in exchange therefor an amount with respect to such share(s) of Common Stock equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of Common Stock of the Surviving Corporation between the effective date of the merger and the date of such exchange and the payment, if any, to which he may be entitled in respect of a fractional share interest, also without interest.

3. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for Common Stock theretofore issued by the Merging Corporation shall be entitled upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of Common Stock of the Surviving Corporation to which he is entitled.

4. On the effective date of the merger, any shares of Common Stock of the Merging Corporation which are then held in its treasury, shall be cancelled and retired without further action, and no shares of Common Stock of the Surviving Corporation shall be issued in respect thereof.

5. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount if any, to which they shall be entitled under the provisions of the Corporation Laws of the State of Idaho with respect to the rights of dissenting shareholders.

#### SEVENTH

#### EFFECT OF MERGER

On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become sub-

ject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after the merger becomes effective, it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of title to any of the property or rights of the Merging Corporation those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

The Surviving Corporation agrees that it may be served with process in the State of Idaho and irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

## EIGHT

### ACCOUNTING AND STATE CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$40,000.00.

## NINTH

### ABANDONMENT

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be by action of the Board of Directors of either Faulkner Hayhook Ranches, Inc. or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of any one of following events:

1. If the merger fails to obtain the requisite vote of stockholders of Faulkner Hayhook Ranches, Inc. or of stockholders of the Merging Corporation not later than July 30, 1992; or

2. If, in the judgment of the Board of Directors of Faulkner Hayhook Ranches, Inc. or of the Merging Corporation, the merger would impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the Corporation Law of the State of Idaho.

## TENTH

### REPRESENTATIONS AND WARRANTIES

Faulkner Hayhook Ranches, Inc. and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective, they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

## ELEVENTH

### EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the respective laws of the States of Idaho is performed.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 15th day of December, 1992.

**SECOND:** As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
Faulkner Hayhook Ranches, Inc.	75
North Bliss Cattle Co., Inc.	114

**THIRD:** As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively,

and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Faulkner Hayhook Ranches, Inc.	75	0
North Bliss Cattle Co., Inc.	114	0

DATED: December 16, 1992.

North Bliss Cattle Co., Inc.  
an Idaho corporation

By James E. Faulkner  
President

By Diana Faulkner  
Secretary

Faulkner Hayhook Ranches, Inc.  
an Idaho corporation

By James E. Faulkner  
President

By Diana Faulkner  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Gooding )

I, Severt Swenson, Jr., a Notary Public, do hereby certify that on this 16<sup>th</sup> day December, 1992, personally appeared before me James E. Faulkner and Diana Faulkner, who, being by me first duly sworn, declared that they were the President and Secretary of Faulkner Hayhook Ranches, Inc., that they signed the foregoing document as President and Secretary of the corporation, and that the statements therein contained are true.

SEVERT SWENSON, JR.  
☆ NOTARY PUBLIC ☆  
STATE OF IDAHO

My Commission Expires 3-13-96.

Severt Swenson Jr.  
Notary Public for Idaho  
Residing at Gooding

STATE OF IDAHO )  
 ) ss.  
County of Gooding )

I, Severt Swenson, Jr., a Notary Public, do hereby certify that on this 16<sup>th</sup> day December, 1992, personally appeared before me James E. Faulkner and Diana Faulkner, who, being by me first duly sworn, declared that they were the President and Secretary of North Bliss Cattle Co., Inc., that they signed the foregoing document as President and Secretary of the corporation, and that the statements therein contained are true.

SEVERT SWENSON, JR.  
☆ NOTARY PUBLIC ☆  
STATE OF IDAHO

My Commission Expires 3-13-96.

Severt Swenson Jr.  
Notary Public for Idaho  
Residing at Gooding