

FILED EFFECTIVE

ARTICLES OF MERGER

2006 DEC 20 AM 8:35

SECRETARY OF STATE
STATE OF IDAHO

JR-N-CC, Inc.

The non-surviving corporation

Into

King Mountain Ranch, Inc.

The surviving corporation

ARTICLE I - Surviving Corporation

Section 1

The name of the corporation surviving the merger is King Mountain Ranch, Inc. and such name and the Articles of Incorporation have not been changed as a result of the merger.

Section 2

- A. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Idaho General Business Corporation Act, incorporated on November 13, 2006.
- B. The effective date of the merger described herein shall be the date upon which these Articles are filed with the Idaho Secretary of State, or December 20, 2006.

ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date of incorporation, of each Idaho Corporation or foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation: JR-N-CC, INC.

State of Domicile: Utah Date of Incorporation: July 7, 2005

ARTICLE III - Plan of Merger or Share Exchange

The Agreement of Merger and Plan of Reorganization, containing such information as required by Idaho Code 30-1-1106, is set forth in "Exhibit A", attached hereto and made a part hereof.

IDAHO SECRETARY OF STATE
12/20/2006 05:00
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ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation

Section 1

Although Shareholder approval was not required under Idaho Code §30-1-1104 (7), the Agreement of Merger and Plan of Merger was adopted unanimously by the shareholders of the surviving corporation on December 14, 2006.

ARTICLE V - The Manner of Adoption & Vote of the Non-surviving Corporation

Section 1

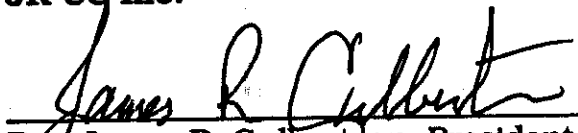
The agreement of Merger and Plan of Merger was by unanimous written consent executed on December 14, 2006, and signed by all shareholders of the non-surviving corporation entitled to vote.

Section 2

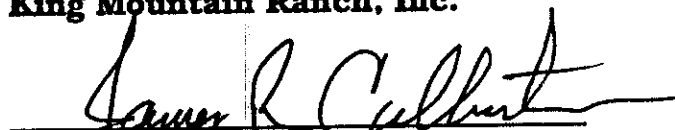
The participation by the non-surviving foreign corporation that was party to this merger, was duly authorized as required by the organic law of the foreign corporation by a unanimous vote of the shareholders.

In Witness Whereof, the undersigned being the President of the surviving corporation, and the undersigned as President of the non-surviving corporation, execute these Articles of Merger this 14 day of December, 2006.

JR-CC-Inc.


By: James R. Culbertson, President

King Mountain Ranch, Inc.


By: James R. Culbertson, President



AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

Agreement of Merger and Plan of Reorganization dated December 14, 2006 by and between JR-N-CC, INC., a Utah Corporation, and KING MOUNTAIN RANCH INC., an Idaho Corporation.

WHEREAS:

1. The Boards of Directors of JR-N-CC, Inc. and King Mountain Ranch, Inc. have resolved that JR-N-CC, Inc. be merged pursuant to the General Business Corporation Law of the State of Idaho and the Revised Business Corporation Act of the State of Utah into a single corporation existing under the laws of the State of Idaho, to wit, King Mountain Ranch, Inc. which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of JR-N-CC, Inc. consists of 1,000 shares of Common Stock (hereinafter called "JR-N-CC Common Stock") of which 1,000 shares are issued and outstanding;

3. The authorized capital stock of King Mountain Ranch, Inc. consists of 10,000 shares of Common Stock (hereinafter called "King Mountain Ranch Common Stock") of which 1,000 shares are issued and outstanding;

4. The respective Boards of Directors of JR-N-CC, Inc. and King Mountain Ranch, Inc. have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Business Corporation Law of the State of Idaho and the Revised Business Corporation Act of the State of Utah that JR-N-CC, Inc. and King Mountain Ranch, Inc. shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Idaho, to wit, King Mountain Ranch, Inc., which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreement, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

1.1 JR-N-CC, Inc. Stockholders' Meeting. JR-N-CC, Inc. shall call a meeting of its stockholders to be held in accordance with the Revised Business

Corporation Act of the State of Utah at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by JR-N-CC, Inc. as Sole Stockholder of King Mountain Ranch, Inc.. On or before December 31, 2006, JR-N-CC, Inc., as the sole stockholder of King Mountain Ranch, Inc., shall adopt this Agreement in accordance with the General Business Corporation Laws of the State of Idaho.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of JR-N-CC, Inc. in accordance with the Revised Business Corporation Act of the State of Utah, (b) this Agreement has been adopted by JR-N-CC, Inc. as the sole stockholder of King Mountain Ranch, Inc., in accordance with the General Business Corporation Laws of the State of Idaho, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the General Business Corporation Laws of the State of Idaho and Articles of Merger shall be filed in accordance with the Revised Business Corporation Act of the State of Utah. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Idaho, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of JR-N-CC, Inc. shall cease, and JR-N-CC, Inc. shall be merged into King Mountain Ranch, Inc. which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of JR-N-CC, Inc.; and all and singular, the rights, privileges, powers, and franchises of JR-N-CC, Inc., and all property, real, personal, and mixed, and all debts due to JR-N-CC, Inc. on whatever account, as well for stock subscriptions and all other things in action or belonging to JR-N-CC, Inc., shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of JR-N-CC, Inc., and the title to any real estate vested by deed or otherwise, under the laws of Idaho or Utah or any other jurisdiction, in JR-N-CC, Inc., shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of JR-N-CC, Inc. shall be preserved unimpaired, and all debts, liabilities, and duties of JR-N-CC, Inc. shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of JR-N-CC, Inc. or the corresponding officers of the Surviving Corporation, may, in the name of JR-N-CC, Inc., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving

Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all JR-N-CC, Inc.'s property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of the Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be King Mountain Ranch, Inc..

2.2 Certificate of Incorporation. The Certificate of Incorporation of King Mountain Ranch, Inc. as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of King Mountain Ranch, Inc., as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of JR-N-CC, Inc. and the nature and amount of securities of King Mountain Ranch, Inc. which the holders of shares of JR-N-CC, Inc. Common Stock are to receive in exchange for such shares are as follows:

3.1 JR-N-CC, Inc. Common Stock. Each one share of JR-N-CC, Inc. Common Stock issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective date into one fully paid share of King Mountain Ranch, Inc. Common Stock, and outstanding certificates representing shares of JR-N-CC, Inc. Common Stock shall thereafter represent shares of King Mountain Ranch, Inc. Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 King Mountain Ranch, Inc. Common Stock Held by JR-N-CC, Inc.. All issued and outstanding shares of King Mountain Ranch, Inc. Common Stock held by JR-N-CC, Inc. immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

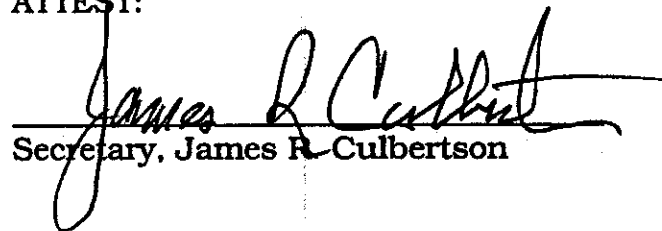
4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of JR-N-CC, Inc., if the Board of Directors of JR-N-CC, Inc. or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

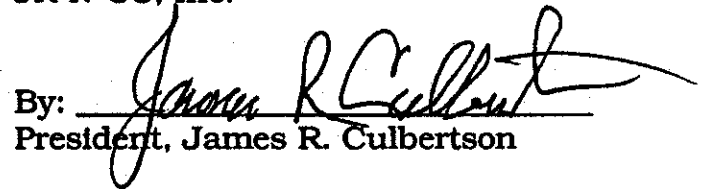
4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by JR-N-CC, Inc. and King Mountain Ranch, Inc. all on the date first above written.

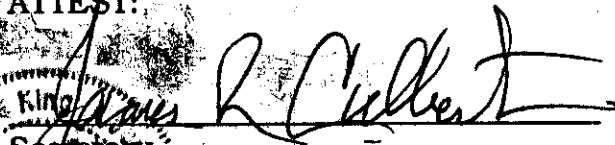
ATTEST:


Secretary, James R. Culbertson

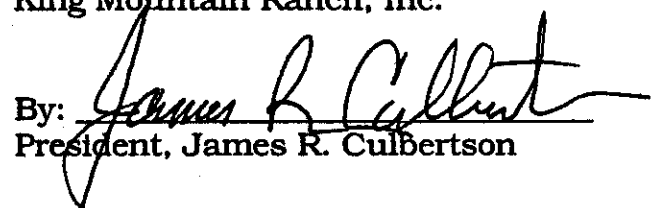
JR-N-CC, Inc.

By: 
President, James R. Culbertson

ATTEST:


Secretary, James R. Culbertson

King Mountain Ranch, Inc.

By: 
President, James R. Culbertson

