

PLAN AND STATEMENT OF MERGER

IDAHO SECRETARY OF STATE

04/25/2014 05:00

CK:5940 CT:259747 BH:1472081

Effective March 28, 2014, Lead Soil Solutions, Inc., an Idaho corporation (the "Surviving Entity") and Lead Soil Solutions, Inc., an Oregon corporation (the "Merging Entity"), agree as follows:

1. BACKGROUND.

1.1 Plan of Merger. The Surviving Entity and the Merging Entity entered into this Plan and Statement of Merger ("Plan of Merger") which provides for the merger of the Merging Entity with and into the Surviving Entity.

1.2 Merging Entity.

1.2.1 Merging Entity. The name of the Merging Entity is Lead Soil Solutions, Inc., an Oregon corporation.

1.2.2 Governing Law. The Merging Entity was incorporated in Oregon and is subject to Oregon law.

1.4 Surviving Entity.

1.4.1 Surviving Entity. The name of the Surviving Entity is Lead Soil Solutions, Inc., an Idaho corporation.

1.4.2 Governing Law. The Surviving Entity was incorporated in Idaho and is subject to Idaho law.

1.5 Merging Entity Board and Member Approval. The Board of Directors of the Merging Entity, and the Members of the Merging Entity have approved the merger with and into the Surviving Entity and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, the Idaho Entity Transactions Act ("IETA"), and all other applicable laws, and the Articles of Incorporation and Bylaws of the Merging Entity.

1.6 Surviving Entity Board and Member Approval. The Board of Directors of The Surviving Entity, and the Members of the Surviving Entity, have approved the merger of the Merging Entity with and into the Surviving Entity and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, the IETA, and all other applicable laws, and the Articles of Incorporation and the Bylaws of the Surviving Entity, as amended.

2. MERGER.

2.1 The Merger. Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined in Section 2.2), in accordance with the IETA, The Merging Entity shall be merged with and into the Surviving Entity and the separate existence of the Merging Entity shall thereupon cease (the "Merger"). The Surviving Entity shall be the surviving corporation in the Merger.

2.2 Effective Time of the Merger. The Merger shall become effective as of 12:01 AM, Mountain Time on the date a copy of this Plan, and any other documents necessary to effectuate the Merger in accordance with the IETA, are both filed with the Secretary of State of the State of Idaho and the Secretary of State of the State of Oregon (the "**Effective Time**").

2.3 Effects of Merger. The Merger shall have the effects set forth in Section 30-18-206 of the IETA, and all other applicable laws.

3. SURVIVING CORPORATION.

3.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation attached hereto as Exhibit A, and incorporated herein ("**Articles of Incorporation**").

3.2 Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws attached hereto as Exhibit B, and incorporated herein ("**Bylaws**").

3.3 Directors and Officers. At and after the Effective Time, the directors and officers of the Surviving Entity, and the directors of the Merging Entity shall together be the directors and officers of the Surviving Entity, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Incorporation and Bylaws.

4. MEMBERSHIP.

4.1 Conversion of Merging Entity Membership. Upon the Effective Time, each member of the Merging Entity shall (without further action of the Merging Entity or the Surviving Entity) thereupon be converted into membership in the Surviving Entity, as set forth in the Articles of Incorporation and Bylaws.

4.2 No Change to Surviving Entity Membership. Upon the Effective Time, each member of the Surviving Entity, will hold membership in the Surviving Entity immediately after the Merger as held immediately prior to the Merger, subject to the terms and conditions of the Articles of Incorporation and Bylaws.

5. INTERPRETATION.

5.1 Amendment. This Plan may be amended by an instrument in writing signed on behalf of each of the parties in accordance with Section 30-18-204 of the IETA.

5.2 Interpretation. This Plan (and the other documents and instruments referenced in this Plan) (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, regarding the subject matter of the agreements, (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties, and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Idaho.

5.3 Counterparts. This Plan may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5.4 Parties in Interest. This Plan shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns. Nothing in this Plan of Merger, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Plan of Merger.

6. Certification.

6.1 Merging Entity. By signing below, the President and Secretary of the Merging Entity, certify that they are, respectively, the duly elected and acting President and Secretary, and that the necessary number of total votes cast by the Board of Directors and the Members approved this Plan of Merger.

6.2 Surviving Entity. By signing below the President and Secretary of the Surviving Entity, certify that they are, respectively, the duly elected and acting President and Secretary, and that the necessary number of total votes cast by the Board of Directors and Members approved this Plan of Merger.

IN WITNESS WHEREOF, the undersigned have caused this Plan of Merger to be duly executed by their authorized officers, as of the date set forth above, effective as of the filing of this Plan of Merger with both the Secretary of State for the State of Idaho and the Secretary of State for the State of Oregon.

Lead Soil Solutions, Inc. an Idaho corporation
The "Surviving Entity"

By: [Signature]
President

By: [Signature]
Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bonneville)

On this 26 day of March, 2014, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Zach Ogden, known to me to be the President of the corporation, and Zach Ogden, known to me to be the Secretary of the corporation that executed the within instrument as the persons who executed the foregoing instrument on behalf of said corporation, and verified to me that such corporation executed the same.

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

Mark R. Fuller

Notary public for Idaho

Residing at: Idaho Falls

My commission expires: 06-09-2015

Lead Soil Solutions, Inc. an Oregon corporation

The "Merging Entity"

By: [Signature]

President

By: [Signature]

Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho)

County of Bonneville) ss

On this 28 day of March, 2014, before me, the undersigned notary public, in and for the State of Idaho, personally appeared, Zach Ogden, known to me to be the President of the corporation, and Zach Ogden, known to me to be the Secretary of the corporation that executed the within instrument as the persons who executed the foregoing instrument on behalf of said corporation, and verified to me that such corporation executed the same.

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

Mark R. Fuller

Notary public for Idaho

Residing at: Idaho Falls

My commission expires: 06-09-2015