

## AGREEMENT OF MERGER

THIS AGREEMENT, Dated this 2nd day of August, 1971, between HOME RIVER RANCH COMPANY, an Idaho corporation, (hereinafter called Home River), ROCKY RIVER RANCH COMPANY, an Idaho corporation, (hereinafter called Rocky River), and MORGAN RIVER RANCH COMPANY, an Idaho corporation, (hereinafter called Morgan River).

Home River is a corporation organized and existing under the laws of the State of Idaho having been incorporated January 25, 1965, the authorized capital stock of Home River consists of 2,500 shares of no par value Capital Stock, of which 2,403 shares are issued and outstanding.

Rocky River is a corporation organized and existing under the laws of the State of Idaho, having been incorporated January 25, 1965. The authorized capital stock of Rocky River consists of 2,500 shares of no par value Capital Stock, of which 1,803 shares are issued and outstanding.

Morgan River is a corporation organized and existing under the laws of the State of Idaho, having been incorporated January 25, 1965. The authorized capital stock of Morgan River consists of 2,500 shares of no par value Capital Stock, of which 2,103 shares are issued and outstanding.

The Board of Directors of Home River, Rocky River, and Morgan River respectively, deem it desirable and in the best interest of the corporation and their stockholders that Rocky River and Morgan River be merged into Home River, under and pursuant to the laws of the State of Idaho.

Now, therefore, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. MERGER. As soon as all of the following events shall have happened, viz.,

(a) this Agreement shall have been adopted and approved by the votes of the holders of the Capital Stock of Home River, Rocky River, and Morgan River at separate meetings of the stockholders of each of said corporations in accordance with the requirements of the laws of the State of Idaho, and that fact shall have been certified hereon by the respective secretaries of each of said corporations under their respective corporate seals; and

(b) this Agreement, so adopted and certified, shall be signed by the President and Secretary, of each of said corporations, and acknowledged by the President of each of such corporations; and

(c) this Agreement, so adopted, certified, and acknowledged, shall be filed and recorded with the Secretary of State, of the State of Idaho, and a certified copy thereof filed for record in the office of the Bingham County, Idaho, recorder;

thereupon Rocky River, and Morgan River shall be deemed to have merged with and into Home River, which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the Surviving Corporation. Home River, Rocky River, and Morgan River are hereinafter sometimes called the Constituent Corporations; and the date and time the Constituent Corporations shall merge and become the Surviving Corporation are hereinafter referred to as "the effective date of the merger".

2. NAME AND PURPOSES OF SURVIVING CORPORATION. The name of the Surviving Corporation shall be Home River Ranch Company. The purpose for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of Home River, on the effective date of the merger, as set forth in Exhibit A which is attached hereto and made a part hereof with the same force and effect as if herein set forth in full.

3. ACT OF INCORPORATION OF SURVIVING CORPORATION. On the effective date of the merger the Articles of Incorporation of Home River, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

4. BY-LAWS OF SURVIVING CORPORATION. On the effective date of the merger, the By-laws of Home River, as heretofore amended, shall be the By-laws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new By-laws shall be adopted in accordance with the provisions thereof.

5. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION. The Board of Directors of the Surviving Corporation shall initially consist of six directors, each of whom shall hold office until the annual meeting of the stockholders of the Surviving Corporation to be held in 1972, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names, places of residence, and addresses of such directors are as follows:

<u>NAMES</u>	<u>RESIDENCES</u>
Tsuruyo Matsuura	1132 East Walker, Blackfoot, Idaho
Jack Matsuura	269 Monroe Drive, Blackfoot, Idaho
Tom Matsuura	1132 East Walker, Blackfoot, Idaho
Gene Matsuura	1132 East Walker, Blackfoot, Idaho
Glenn Matsuura	1132 East Walker, Blackfoot, Idaho
Brent Matsuura	1132 East Walker, Blackfoot, Idaho

The principal officers of the Surviving Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation, or removal, and their respective offices, places of residence, are as follows:

Chairman of the Board	Tsuruyo Matsuura	1132 E. Walker, Blft, Ida.
President	Tom Matsuura	1132 E. Walker, Blft, Ida.
Secretary	Jack Matsuura	269 Monroe Dr., Blft, Ida.
Treasurer	Glenn Matsuura	1132 E. Walker, Blft, Ida.

The Surviving Corporation may have such other officers as shall be provided for in its By-laws.

If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be such vacancy may thereafter be filled in the manner provided by law or in the By-laws of the Surviving Corporation.

6. CAPITAL STOCK OF SURVIVING CORPORATION. On the effective date of the merger the total amount of the capital stock of the Surviving Corporation to be authorized is 2,500 shares of no par value Common Stock.

7. CONVERSION OF OUTSTANDING SECURITIES ON MERGER. The manner and basis of converting the outstanding Common Stock of Home River, Rocky River, and Morgan River, into the Common Stock of the Surviving Corporation upon the effective date of the merger shall be as follows:

(a) Each of the 2,403 shares of the Capital Stock of Home River outstanding on the effective date of the merger shall be converted into .3866 of one share of the Capital Stock of the Surviving Corporation.

(b) Each of the 1,803 shares of the Capital Stock of Rocky River Ranch Company outstanding on the effective date of the merger shall be converted into .2411 of one share of the Capital Stock of the Surviving Corporation.

(c) Each of the 2,103 of shares of Morgan River outstanding on the effective date of the merger shall be converted into .3723 of one share of the Capital Stock of the Surviving Corporation.

8. EXCHANGE OF CERTIFICATES.

(a) On and after the effective date of the merger, each holder of a certificate representing outstanding Common Stock of Home River, Rocky River, or Morgan River shall be entitled on the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose to receive and exchange therefore a certificate or certificates representing the number of full or fractional shares of Capital Stock of the Surviving Corporation which shares of the Constituent Corporation shall have been converted as provided in paragraph 7 hereof. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represents shares of the Constituent Corporation, shall be deemed for all purposes to evidence only the ownership of the shares of Capital Stock of the Surviving Corporation which the same shall have been converted in accordance with the provisions of paragraph 7 hereof.

(b) If a certificate for any share or shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer and that the person requesting such exchange shall pay to the Surviving Corporation any transfer or other taxes required by the reason thereof or shall establish to the satisfaction to the Surviving Corporation that such taxes have been paid.

9. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS. Between the date hereof and the effective date of the merger, neither Home River,

Rocky River, or Morgan River will, except with the prior written consent of the other:

- (a) issue or sell any stock, bonds, or other corporate securities;
- (b) incur any obligation or liability except current liabilities incurred, and obligations under contracts entered into in the ordinary course of business;
- (c) discharge or satisfy any lien or encumbrance or pay any obligation or liability other than current liabilities on their respective balance sheets, as of July 31, 1971, and current liabilities incurred since those dates in the ordinary course of business;
- (d) make any dividend or other payment or distribution to its stockholders or purchase or redeem any shares of the Capital Stock;
- (e) mortgage, pledge, or subject to lien or other encumbrance any of its assets, tangible or intangible;
- (f) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business;
- (g) sell, assign, or transfer any intangible asset;
- (h) waive any right of any substantial value; or
- (i) enter into any transaction other than any ordinary course of business.

10. EFFECTIVE MERGER. On the effective date of the merger, Home River, Rocky River, and Morgan River shall cease to exist separately and Rocky River and Morgan River shall be merged with and into Home River in accordance with the provisions of this Agreement and in accordance with the provisions and with the effect provided in Section 30-155 Idaho Code. As provided therein, on the effective date of the merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, as well of a public as of a private nature and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations of each of the Constituent Corporations; and all property, real, personal, and mixed and all debts due to either of the Constituent Corporations on whatever account as well for stocks subscriptions as all other things in actions or belonging to each of the Constituent Corporations 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 the respective Constituent Corporations; and the title to any real estate whether 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 rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved, unimpaired, and all debts, liabilities, 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 such debts, liabilities, and duties have incurred or contracted by the Surviving Corporation.

11. FURTHER INSTRUMENTS. From time to time, as and when requested

by the Surviving Corporation or by its successors or assigns, the Constituent Corporations will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

12. CAPITAL. On the effective date of the merger: The 2,500 shares of no par value Common Stock of the Surviving Corporation as the same shall have been converted in accordance with the provision of paragraphs 7 and 8 hereof, shall be issued and outstanding.

13. PRINCIPAL OFFICE. The location of the principal office of the Surviving Corporation shall be 1132 East Walker Street, Blackfoot, Idaho.

14. ABANDONMENT OF MERGER. This Agreement may be terminated and the merger provided for hereby abandoned;

(1) by votes of the Board of Directors of all the Constituent Corporations at any time prior to the effective date of the merger;

(2) by vote of the Board of Directors of any of the Constituent Corporations at any time prior to the effective date of the merger if

(a) a material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporations in connection with the merger, or

(b) the other Constituent Corporation or Corporations, without prior written consent of such Constituent Corporation, shall take any action prohibited by this Agreement, or

(c) the other Constituent Corporation or Corporations shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish, in the event of any such termination and abandonment, this Agreement shall be void and have no effect and there shall be no liability on the part of any of the Constituent Corporations or any director, officer, or stockholder of any of such Constituent Corporations in respect thereof.

15. RIGHT OF AMENDMENT. The Surviving Corporation hereby reserves the right to amend, alter, or change, or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in said Articles of Incorporations, as from time to time amended, or herein, upon any stockholder, director, or officer, or any other person are subject to this reservation.

In witness whereof Home River Ranch Company, Rocky River Ranch Company, and Morgan River Ranch Company have caused this Agreement to be signed in their corporate names by the majority of the Board of

Directors of each of said corporations, all as the day and year first above written.

Tsuruyo Matsuura  
TSURUYO MATSUURA

Jack Matsuura  
JACK MATSUURA

Tom Matsuura  
TOM MATSUURA

Gene Matsuura  
GENE MATSUURA

Glenn Matsuura  
GLENN MATSUURA

Brent Matsuura  
BRENT MATSUURA

Majority of Board of Directors of Home River Ranch Company.

Tsuruyo Matsuura  
TSURUYO MATSUURA

Jack Matsuura  
JACK MATSUURA

Tom Matsuura  
TOM MATSUURA

Gene Matsuura  
GENE MATSUURA

Glenn Matsuura  
GLENN MATSUURA

Brent Matsuura  
BRENT MATSUURA

Majority of Board of Directors of Rocky River Ranch Company.

Tsuruyo Matsuura  
TSURUYO MATSUURA

Jack Matsuura  
JACK MATSUURA

Tom Matsuura  
TOM MATSUURA

Gene Matsuura  
GENE MATSUURA

Glenn Matsuura  
GLENN MATSUURA

Brent Matsuura  
BRENT MATSUURA

Majority of Board of Directors of Morgan River Ranch Company.

Tsuruyo Matsuura  
TSURUYO MATSUURA

Jack Matsuura  
JACK MATSUURA

Tom Matsuura  
TOM MATSUURA

Gene Matsuura  
GENE MATSUURA

Glenn Matsuura  
GLENN MATSUURA

Brent Matsuura  
BRENT MATSUURA

I hereby certify that the foregoing Agreement was submitted to the shareholders of Home River Ranch Company, at a meeting thereof, duly called

separately from the other said corporations, in the manner provided in Section 30-133 Idaho Code, for calling shareholders meetings, and at such meeting the holders of all of the voting power of all shareholders of Home River Ranch Company voted for the adoption of said Agreement.

HOME RIVER RANCH COMPANY

by Jack Matsuura  
Jack Matsuura, Secretary

I hereby certify that the foregoing Agreement was submitted to the shareholders of Rocky River Ranch Company, at a meeting thereof, duly called separately from the other said corporations, in the manner provided in Section 30-133 Idaho Code, for calling shareholders meetings, and at such meeting the holders of all of the voting power of all shareholders of Rocky River Ranch Company voted for the adoption of said Agreement.

ROCKY RIVER RANCH COMPANY

by Gene Matsuura  
Gene Matsuura, Secretary

I hereby certify that the foregoing Agreement was submitted to the shareholders of Morgan River Ranch Company, at a meeting thereof, duly called separately from the other said corporations, in the manner provided in Section 30-133 Idaho Code, for calling shareholders meetings, and at such meeting the holders of all of the voting power of all shareholders of Morgan River Ranch Company voted for the adoption of said Agreement.

MORGAN RIVER RANCH COMPANY

by Tom Matsuura  
Tom Matsuura, Secretary

The Presidents and Secretaries of each of the foregoing corporations hereby sign and acknowledge said Agreement.

Attest:

by Jack Matsuura  
Secretary, Jack Matsuura

HOME RIVER RANCH COMPANY

by Tom Matsuura  
Tom Matsuura, President

Attest:

by Gene Matsuura  
Gene Matsuura, Secretary

ROCKY RIVER RANCH COMPANY

by Brent Matsuura  
Brent Matsuura, President

Attest:

MORGAN RIVER RANCH COMPANY

by Tom Matsuura  
Tom Matsuura, Secretary

by Glen Matsuura  
Glen Matsuura, President

STATE OF IDAHO     )  
                          ss.  
COUNTY OF BINGHAM )

On this 27 day of August, 1971, before me, a Notary Public in and for said State, personally appeared TOM MATSUURA, known to me to be the President of the corporation that executed the instrument on behalf of such corporation, and acknowledged to me that such corporation executed the same.

My Commission Expires:  
Oct. 15, 1971

Dorrie Underwood  
Notary Public for the State of Idaho  
Residing at Blackfoot, Idaho

STATE OF IDAHO     )  
                          ss.  
COUNTY OF BINGHAM )

On this 27 day of August, 1971, before me, a Notary Public in and for said State, personally appeared BRENT MATSUURA, known to me to be the President of the corporation that executed the instrument on behalf of such corporation, and acknowledged to me that such corporation executed the same.

My Commission Expires:  
Oct. 15, 1971

Dorrie Underwood  
Notary Public for the State of Idaho  
Residing at Blackfoot, Idaho

STATE OF IDAHO     )  
                          ss.  
COUNTY OF BINGHAM )

On this 27 day of August, 1971, before me, a Notary Public in and for said State, personally appeared GLEN MATSUURA, known to me to be the President of the corporation that executed the instrument on behalf of such corporation, and acknowledged to me that such corporation executed the same.

My Commission Expires:  
Oct. 15, 1971

Dorrie Underwood  
Notary Public for the State of Idaho  
Residing at Blackfoot, Idaho



EXHIBIT A

ARTICLES OF INCORPORATION  
OF  
HOME RIVER RANCH COMPANY

We, the undersigned, all of whom are of full age, and citizens of the United States of America, hereby sign and acknowledge the following Articles of Incorporation for the purpose of forming a corporation under the laws of the State of Idaho:

FIRST: The name of the corporation is HOME RIVER RANCH COMPANY.

SECOND: The purposes are: To own, lease and operate ranches and farms and to raise and produce farm and garden products, fruits, timber, cattle, sheep, hogs, horses, fur-bearing and other animals, and any and all kinds of vegetable and animal farm products.

To buy, lease or otherwise acquire and to mortgage, let, sell and otherwise deal in and with real property or any interest therein.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise of every class and description.

To receive, acquire, hold, purchase, dispose of, convey, mortgage, and/or lease, and to sell, assign and transfer, any rights, privileges, franchises, real or personal property of the corporation other than its franchise of being a corporation.

To enter into contracts or obligations of any type or kind essential, necessary or proper to the transaction of its ordinary affairs, or for the purposes of the corporation.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and

property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To acquire, purchase, guarantee, hold, mortgage, own, vote, sell, pledge and/or otherwise dispose of and deal in shares, bonds, securities and debentures and other evidences of indebtedness of other corporations, domestic or foreign.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To conduct business in this state, other states, District of Columbia, territories and colonies of the United States, and in foreign countries, and to have one or more offices and places of business out of this state, and to acquire, receive, hold, purchase, lease, mortgage, dispose of, and/or convey real and personal property situate out of this state.

In general, to carry on any other business in connection

with the foregoing, and to have and exercise all the powers conferred by the laws of Idaho upon corporations formed under the Business Corporation Act of the State of Idaho, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in these articles of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The duration is to be perpetual.

FOURTH: The location and post office address of its registered office in the State of Idaho is 237 South Shilling Street, Blackfoot, Idaho.

FIFTH: The total number of shares of stock which the corporation shall have authority to issue shall be twenty five hundred (2500); all of such shares shall be without par value, and all shares thereof shall be common stock.

The relative rights, voting power, preferences and restrictions granted to or imposed upon the shares of each class shall be as follows:

Such stock may be issued by the corporation from time to time for such consideration as may be fixed from time to time by the board of directors thereof.

SIXTH: The names and post office addresses of the incorporators and the number of shares and class of stock subscribed for by each, are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESS</u>	<u>NUMBER OF SHARES</u>
CARLENE CHURCH	711½ Bannock Street Boise, Idaho	1
CHRIS GOETTSCHE	711½ Bannock Street Boise, Idaho	1
LORNA COSTELLO	711½ Bannock Street Boise, Idaho	1

SEVENTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To repeal and amend the by-laws of the corporation and to adopt new by-laws subject to the right of the shareholders to alter or repeal said by-laws.

By resolution passed by a majority of the whole board, to designate two or more of the directors to constitute an executive committee, which to the extent provided in such resolution shall have and exercise the authority of the board of directors in the management of the business of the corporation.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a shareholders' meeting duly called for that purpose, the board of directors shall have power and authority to sell, lease or exchange all the assets of the corporation, other than its franchise of being a corporation, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

EIGHTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

In Witness Whereof, we do make and execute this certificate in triplicate, this 25th day of January, 1965.

/s/ CARLENE CHURCH

/s/ CHRIS GOETTSCHKE

/s/ LORNA COSTELLO

STATE OF IDAHO }  
COUNTY OF ADA } SS:

On this 25th day of January, A. D. 1965, before me, a notary public, personally appeared Carlene Church, Chris Goettsche and Lorna Costello, 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.

/s/ ELLEN C. MOORE