

**FILED EFFECTIVE**

**STATEMENT OF MERGER  
OF**

2009 JAN 15 PM 3:19

**KAYBAR COMPANY,  
AN IDAHO CORPORATION,  
INTO**

SECRETARY OF STATE  
STATE OF IDAHO

**CLEAR LAKES TROUT CO., INC.,  
AN IDAHO CORPORATION**

\*\*\*\*\*

THE UNDERSIGNED, being the authorized officers of each of KAYBAR COMPANY, an Idaho corporation ("Merging Entity"), and CLEAR LAKES TROUT CO., INC., an Idaho corporation ("Surviving Entity"), hereby certify as follows:

1. The plan of merger providing for the merger of the Merging Entity into the Surviving Entity is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by this reference (the "Plan").

2. As to each Entity, the Plan was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such Plan, as provided by the Articles of Incorporation of the respective Entities and in accordance with the Idaho Business Corporations Act and the Idaho Entity Transactions Act.

3. As to each Entity, the percentage of shares of common stock outstanding that voted with respect to the Plan on the day hereof is as follows:

NAME OF CORPORATION:	PERCENTAGE OF SHARES:	CLASS:
MERGING ENTITY	100%	Common
SURVIVING ENTITY	100%	Common

4. As to each Entity, the percentage of shares voting for and against such Plan is as follows:

NAME OF CORPORATION:	VOTED FOR:	VOTED AGAINST:
MERGING ENTITY	100%	None
SURVIVING ENTITY	100%	None

IDAHO SECRETARY OF STATE  
01/15/2009 05:00  
CK: 2859 CT: 44531 DH: 1152600  
1 @ 30.00 = 30.00 STMT MERGE # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

C30271

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Merger to be duly executed as of this 12th day of January, 2009.

MERGING ENTITY:

KAYBAR COMPANY

BY: Anita Kay Hardy  
ANITA KAY HARDY, PRESIDENT

SURVIVING ENTITY:

CLEAR LAKES TROUT CO., INC.

BY: Anita Kay Hardy  
ANITA KAY HARDY, PRESIDENT

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**KAYBAR COMPANY,**  
**AN IDAHO CORPORATION,**  
**INTO**  
**CLEAR LAKES TROUT CO., INC.,**  
**AN IDAHO CORPORATION**

\*\*\*\*\*

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective the 17 day of January, 2009, by and between KAYBAR COMPANY, an Idaho corporation (the "Merging Entity"), and CLEAR LAKES TROUT CO., INC., an Idaho corporation (the "Surviving Entity"). Said corporations shall sometimes be referred to herein collectively as the "Constituent Corporations."

**RECITALS:**

Each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger set forth in this Agreement; and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that the Merging Entity be merged with and into the Surviving Entity pursuant to the applicable laws of the State of Idaho and Section 368 of the Internal Revenue Code of 1986 (the "Merger").

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided as follows:

**1. MERGERS.**

(a) **GOVERNING LAW.** The Merging Entity will be merged into the Surviving Entity in accordance with the applicable laws of the State of Idaho. As set forth above, CLEAR LAKES TROUT CO., INC., shall be the Surviving Entity and shall be governed by the laws of the State of Idaho.

(b) **EFFECTIVE DATE.** The "Effective Date" of the Mergers shall be, and such term as used herein shall mean the later of January 15, 2009 or the date on which the Statement of Merger is accepted and filed by the Secretary of State of Idaho.

**2. SHARES OF CONSTITUENT CORPORATIONS.** On the Effective Date, the shares of voting and nonvoting common stock of the Merging Entity issued and outstanding immediately prior to the Merger shall be converted into shares of voting common stock and

nonvoting common stock of the Surviving Entity. The number of shares to be issued to the shareholders of the Merging Entity will be determined on the basis of the relative fair market value of the shares of the Merging Entity and the shares of the Surviving Entity as of the Effective Date, determined by the accountant and counsel of the Constituent Corporations. Of the shares issued, 20% shall be voting common stock and 80% shall be nonvoting common stock. The outstanding stock certificates of the Merging Entity shall be cancelled as of the Effective Date and share certificates of the Surviving Entity shall be issued to the shareholders of the Merging Entity, effective as of the Effective Date, upon final determination of the share allocation by the accountant and counsel of the Constituent Corporations.

### **3. EFFECT OF THE MERGER.**

(a) **RIGHTS, PRIVILEGES AND OBLIGATIONS.** On the Effective Date, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. All of the rights of creditors of the Constituent Corporations shall be preserved unimpaired; all liens upon the property of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Entity.

(b) **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation and Bylaws of the Surviving Entity in effect on the Effective Date shall, from and after the Effective Date, continue to be the Articles of Incorporation and Bylaws of the Surviving Entity unless and until changed as therein provided.

(c) **DIRECTORS AND OFFICERS.** The directors and officers of the Surviving Entity shall continue to act as the directors and officers of said Surviving Entity on the Effective Date and shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity.

(d) **FURTHER ACTION.** From time to time, as and when requested by the Surviving Entity or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Entity or its successors or assigns may deem necessary or desirable in order to vest in or confirm to the Surviving Entity and its successors or assigns, title to and possession of all the property, rights, privileges, powers and

franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

**4. TERMINATION; AMENDMENT.**

(a) **TERMINATION PROVISION.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice at any time prior to the Effective Date:

- i. By mutual consent of the Constituent Corporations; or
- ii. If there exists a suit, action or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger.

(b) **AMENDMENT PROVISIONS.** Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations; (ii) alter or change any term of the Articles of Incorporation of the Surviving Entity to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement is such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations. Subject of the immediately foregoing sentence, the Constituent Corporations may agree in writing to extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

(c) **BOARD ACTION.** In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolution of the Board of Directors of each of the Constituent Corporations and Shareholders of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized.

MERGING ENTITY:

KAYBAR COMPANY

BY: Anita Kay Hardy  
ANITA KAY HARDY, PRESIDENT

ATTEST:

Gregory A. Kaslo  
GREGORY A. KASLO, SECRETARY

SURVIVING ENTITY:

CLEAR LAKES TROUT CO., INC.

BY: Anita Kay Hardy  
ANITA KAY HARDY, PRESIDENT

ATTEST:

Gregory A. Kaslo  
GREGORY A. KASLO, SECRETARY