

**FILED/EFFECTIVE**

Filed at the Request of:

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2002 MAR 26 PM 2:52

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SECRETARY OF STATE  
STATE OF IDAHO

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STATE OF IDAHO

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**ARTICLES OF MERGER  
OF A DOMESTIC CORPORATION  
AND A DOMESTIC LIMITED LIABILITY COMPANY INTO  
BEAR CLAW TRUCKING, INC.**

Pursuant to the provisions of Section 30-1-1105 of the Idaho Business Corporation Act, and Section 53-663 of the Idaho Limited Liability Company Act, the undersigned Idaho corporation and Idaho limited liability company adopt the following Articles of Merger for the purpose of merging them into one corporation:

**FIRST:** The Plan and Agreement of Merger (the "Plan") which is attached hereto as **Exhibit A** and, by this reference, incorporated herein as if set forth in full, was approved by the unanimous consent of the shareholders and members of each of the undersigned entities in the manner prescribed by the Idaho Business Corporation Act and the Idaho Limited Liability Company Act. The Plan is on file at the place of business of Bear Claw Trucking, Inc., which is 2422 12<sup>th</sup> Avenue Road #202, Nampa, Idaho 83686, and a copy of the Plan will be furnished by Bear Claw Trucking, Inc. on request, and without cost, to any person holding an interest in either of the undersigned entities.

IDAHO SECRETARY OF STATE  
03/25/2002 05:00  
CK: 1040 CT: 2105 BH: 454609  
1 @ 30.00 = 30.00 MERGER # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

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

Name of Entity	No. of Shares Outstanding/ Number of Members	Entitled To Vote As A Class Class Designation No. of Shares
Bear Claw Trucking, Inc.	1,000 shares	N/A
Bear Claw Trucking, LLC	1 member	N/A

**THIRD:** As to each of the undersigned entities, the total number of shares voted for and against the Plan, or the total number of members who voted for and against the 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 the Plan, respectively, are as follows:

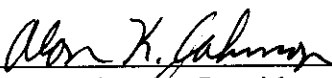
Name of Entity	NUMBER OF SHARES / MEMBERS				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Bear Claw Trucking, Inc.	1,000 shares	0	N/A	N/A	N/A
Bear Claw Trucking, LLC	1 member	0	N/A	N/A	N/A

**FOURTH:** The merger of the undersigned entities shall be effective upon the filing of these Articles of Merger.

**FIFTH:** The name of the surviving entity is Bear Claw Trucking, Inc.

Dated the 22<sup>nd</sup> day of March 2002.

BEAR CLAW TRUCKING, INC.,  
an Idaho corporation

By   
Alan K. Johnson, President

BEAR CLAW TRUCKING, LLC,  
an Idaho limited liability company

By Alan K. Johnson  
Alan K. Johnson, Member/Manager

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## PLAN AND AGREEMENT OF MERGER

Between

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**Bear Claw Trucking, Inc.**

and

**Bear Claw Trucking, LLC**

SECRETARY OF STATE  
STATE OF IDAHO

PLAN AND AGREEMENT OF MERGER, dated the 22<sup>nd</sup> day of March, 2002, between Bear Claw Trucking, Inc., an Idaho corporation (hereinafter referred to as the "Surviving Corporation"), and Bear Claw Trucking, LLC, an Idaho limited liability company (hereinafter referred to as the "Merging Entity"), which two entities are hereinafter sometimes referred to as the "Constituent Entities."

### 1. RECITALS

1.1 The Surviving Corporation is validly organized, existing and in good standing under the laws of the state of Idaho.

1.2 The Merging Entity is validly organized, existing and in good standing under the laws of the state of Idaho.

1.3 The Surviving Corporation has an authorized capital of 100,000 shares of Common Stock with no par value, of which on the effective date of this Agreement, 1,000 shares were issued and outstanding.

1.4 The Merging Entity is owned entirely by its member, Alan K. Johnson.

1.5 The Board of Directors and member of the Constituent Entities deem it advisable and in the best interests of their respective entities, stockholders, and members that the Merging Entity merge with and into the Surviving Corporation in accordance with the provisions of the applicable statutes of the state of Idaho, and have entered into this Agreement of Merger in connection with that merger.

### 2. AGREEMENT OF MERGER

2.1 NOW, THEREFORE, the Constituent Entities agree, each with the other, to merge into a single corporation which shall be Bear Claw Trucking, Inc., the Surviving 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 membership interests of the Merging Entity into shares of the Surviving Corporation, as herein set forth:

On the effective date of the merger, the Merging Entity shall be merged with and into the Surviving Corporation and the separate existence of the Merging Entity shall cease; the Constituent Entities shall become a single corporation named "Bear Claw Trucking, Inc.," an Idaho corporation, which shall be the Surviving Corporation.

EXHIBIT

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### **3. ARTICLES OF INCORPORATION OF SURVIVING CORPORATION**

3.1 The Articles of Incorporation of the Surviving Corporation which are set forth in **Exhibit A** to this Agreement, shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Idaho Business Corporation Act, I.C. § 30-1-101 *et seq.* (hereinafter the "Act").

### **4. BY-LAWS OF SURVIVING CORPORATION**

4.1 The By-Laws of the Surviving Corporation 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.

### **5. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION**

5.1 The Directors and Officers of the Surviving Corporation 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.

### **6. MANNER AND BASIS OF CONVERSION OF SHARES**

6.1 The treatment of shares of the Surviving Corporation, the manner of converting the membership interests of the Merging Entity into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase membership interests in the Merging Entity, if any, shall be as follows:

a. Each share of common stock of the Surviving Corporation 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 no par value.

b. Each member of the Merging Entity, immediately prior to the effective date of the merger, shall by virtue of the merger have his or her membership interest in the Merging Entity converted into and the same shall become, without action on the part of the holder of such membership interests, fully-paid and nonassessable shares of common stock of the Surviving Corporation in the following amounts: Alan K. Johnson 100% membership interest shall be converted into 1,000 fully-paid and nonassessable shares of common stock of the Surviving Corporation. Each outstanding membership interest certificate of the Merging Entity 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. However, upon surrender and exchange

of such certificate as herein provided, there shall be paid to the record holder of the certificate or 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 payment, if any, to which he may be entitled in respect of a fractional share interest, also without interest.

c. As soon as practicable after the effective date of the merger, each holder of outstanding membership interest certificates issued by the Merging Entity (except for those certificates representing interests in respect of which the holders shall be pursuing their remedy as dissenters in accordance with the laws of the state of Idaho and except for those certificates, if any, representing shares held by the Surviving Corporation on the effective date of the merger) 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 or she is entitled.

d. On the effective date of the merger, any membership interests in the Merging Entity which are then held in its treasury, in the treasury of any subsidiary, or by the Surviving Corporation, shall be canceled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

e. The Surviving Corporation agrees that it will promptly pay to the dissenting members, if any, of the Merging Entity, the amount, if any, to which they shall be entitled under the provisions of the Act with respect to the rights of dissenting members.

## **7. EFFECT OF MERGER**

7.1 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 Entities, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Entities and all of the singular rights, privileges, powers and franchises of each of the Constituent Entities. All property, real, personal and mixed, and debts due to each of the Constituent Entities on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Entities 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 Entities, and the title to any real estate vested by deed or otherwise, in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon the property of either of the Constituent Entities shall be preserved and unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent

Entities 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 the title to any of the property or rights of the Merging Entity, those persons who were proper officers and directors of the Merging Entity 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 Entity and its members and officers shall be deemed to be continuing.

## **8. ACCOUNTING AND STATED CAPITAL**

8.1 When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, the assets and liabilities of the Constituent Entities 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 Entities.

## **9. ABANDONMENT**

9.1 Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors or members of either the Surviving Corporation or the Merging Entity at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of the following events:

a. If the merger fails to obtain the requisite vote of stockholders of the Surviving Corporation or of members of the Merging Entity not later than April 1, 2002; or

b. If, in the judgment of the Board of Directors of the Surviving Corporation or of the members of the Merging Entity, the merger would be impracticable because of the number of stockholders or members of either thereof who assert their right to have their stock or membership interest appraised and to receive payment therefor as provided in the Act.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 The Surviving Corporation and the Merging Entity 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 to declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

## 11. EFFECTIVE DATE

11.1 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 laws of the state of Idaho is performed.

IN WITNESS WHEREOF, the undersigned members and officers have signed their names hereto the day and year first above written.

Bear Claw Trucking, Inc.,  
an Idaho corporation

By Alan K. Johnson  
Alan K. Johnson, President

ATTEST:

Alan K. Johnson  
Alan K. Johnson, Secretary

Bear Claw Trucking, LLC,  
an Idaho limited liability company

By Alan K. Johnson  
Alan K. Johnson, Member/President

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