4434817

FILED: NOV 25, 2024
OREGON SECRETARY OF STATE

4434817-26948986

NAUMES, INC. MER

ARTICLES OF MERGER
WILD RIVER ORCHARDS, INC.
WITH AND INTO
NAUMES, INC.

These Articles of Merger are filed pursuant to ORS 60.494 by Naumes, Inc., an Oregon corporation ("Naumes"), the surviving corporation in the merger of Wild River Orchards, Inc., an Oregon corporation ("Wild River"), with and into Naumes (the "Merger").

1. The name, type of business entity, and state of incorporation of each entity intending to merge are Naumes, Inc., an Oregon corporation, and Wild River Orchards, Inc., an Oregon corporation. The name, type of business entity, and state of incorporation of the entity that will survive the Merger are Naumes, Inc., an Oregon corporation.

2. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference (the "Plan of Merger").

3. Wild River and Naumes, the parties to the Merger, obtained the requisite shareholder approval as follows:

3.1 Naumes shareholders approved the Plan of Merger as follows:

(a) 44.49 Class A Voting Common Shares of Naumes were outstanding and entitled to vote on the Plan of Merger.

(b) 44.49 Class A Voting Common Shares of Naumes voted for the Plan of Merger.

(c) 0 Class A Voting Common Shares of Naumes voted against the Plan of Merger.

3.2 Wild River shareholders approved the Plan of Merger as follows:

(a) 25 Class A Voting Common Shares of Wild River were outstanding and entitled to vote on the Plan of Merger.

(b) 25 Class A Voting Common Shares of Wild River voted for the Plan of Merger.

(c) 0 Class A Voting Common Shares of Wild River voted against the Plan of Merger.

4. These Articles of Merger are effective as of the close of business on November 30, 2024.

5. The person to contact about this filing is: Jeffrey S. Tarr, Sussman Shank LLP, (503) 227-1111.

I, the undersigned, declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

The undersigned surviving corporation has executed these Articles of Merger effective as of November 1, 2024.

NAUMES, INC.,
an Oregon corporation

By: Annie Eadie CFO
Annie Eadie, CFO

AGREEMENT AND PLAN OF MERGER

SURVIVING ENTITY: Naumes, Inc.,
an Oregon corporation

MERGING ENTITY: Wild River Orchards, Inc.,
an Oregon corporation

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into effective this November 1, 2024, by and between Naumes, Inc., an Oregon corporation ("Naumes"), and Wild River Orchards, Inc., an Oregon corporation ("Wild River"). Naumes and Wild River are collectively referred to herein as the "Constituent Corporations."

RECITALS

A. The Constituent Corporations desire to effect a merger, pursuant to the terms of this Agreement and the provisions of the Oregon Business Corporation Act, that will result in the merger of Wild River into Naumes with Naumes as the surviving corporation (the "Merger").

B. The Constituent Corporations intend the Merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

AGREEMENT

NOW, THEREFORE, the Constituent Corporations hereby mutually agree as follows:

SECTION 1
MERGER OF CONSTITUENT CORPORATIONS

1.1 Merger. Effective as of the close of business on the Effective Date (as that term is defined in Section 1.3 of this Agreement), Wild River will be merged with and into Naumes, the separate existence of Wild River will cease, and Naumes will survive as a corporation under the name Naumes, Inc. (the "Surviving Corporation"), organized under and governed by the laws of the state of Oregon. From and after the Effective Date, the Surviving Corporation will possess all the rights, privileges, immunities and franchises of each of the Constituent Corporations, all property belonging to Wild River will be transferred to and vested in the Surviving Corporation without further act or deed, and the Surviving Corporation will be responsible for all liabilities of each of the Constituent Corporations, all in the manner and with the effect set forth in ORS 60.497.

1.2 Further Assurances. From time to time after the Effective Date, the officers and directors of Wild River who were last in office will execute, acknowledge and deliver such deeds and other instruments and will cause to be taken such further actions as will reasonably be necessary to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, privileges, immunities, and franchises of Wild River.

1.3 Effective Date. The Merger of Wild River and Naumes will become effective on the later to occur of (i) the date of filing of Articles of Merger with the Oregon Secretary of State or (ii) the close of business on November 30, 2024 (the "Effective Date").

SECTION 2
ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

On the Effective Date:

2.1 Articles of Incorporation. The Articles of Incorporation of Naumes as in effect immediately before the Effective Date will be the Articles of Incorporation of the Surviving Corporation after the Effective Date and until amended or repealed.

2.2 Bylaws. The Bylaws of Naumes as in effect immediately before the Effective Date will be the Bylaws of the Surviving Corporation after the Effective Date and until amended or repealed.

2.3 Directors and Officers. The board of directors of the Surviving Corporation will consist of the persons who are directors of Naumes immediately before the Effective Date, and they will hold office after the Effective Date in each case until their successors are elected and qualify. The officers of the Surviving Corporation will be the persons who are the officers of Naumes immediately before the Effective Date, and they will hold office after the Effective Date in each case at the pleasure of the board of directors of the Surviving Corporation.

SECTION 3
MANNER AND BASIS OF CONVERTING SHARES

3.1 Conversion of Shares. Prior to the Effective Date, Wild River has two classes of common stock issued and outstanding, namely, Class A Voting Common Shares and Class B Nonvoting Common Shares. Prior to the Effective Date, Naumes has two classes of common stock issued and outstanding, namely, Class A Voting Common Shares and Class B Nonvoting Common Shares. By virtue of the Merger, and without any action on the part of any holder of Class A Voting Common Shares or Class B Nonvoting Common Shares of Wild River or any holder of Class A Voting Common Shares or Class B Nonvoting Common Shares of Naumes, as of the Effective Date:

3.1.1 Each Class A Voting Common Share of Wild River that is issued and outstanding immediately prior the Effective Date will be converted into .16918 of a fully paid and nonassessable Class A Voting Common Share of the Surviving Corporation.

3.1.2 Each Class B Nonvoting Common Share of Wild River that is issued and outstanding immediately prior the Effective Date will be converted into .1691842 of a fully paid and nonassessable Class B Nonvoting Common Share of the Surviving Corporation.

3.1.3 Each Class A Voting Common Share of Naumes that was issued and outstanding immediately prior to the Effective Date will continue to be an issued and outstanding Class A Voting Common Share of the Surviving Corporation, and each Class B Nonvoting Common Share of Naumes that was issued and outstanding immediately prior to the Effective Date will continue to be an issued and outstanding Class B Nonvoting Common Share of the Surviving Corporation.

3.2 Certificates for Shares. Each certificate that, before the Effective Date, represented Class A Voting Common Shares of Naumes, from and after the Effective Date, will represent Class A Voting Common Shares of the Surviving Corporation. Each certificate that, before the Effective Date, represented Class B Nonvoting Common Shares of Naumes, from and after the Effective Date, will represent Class B Nonvoting Common Shares of the Surviving Corporation. Each certificate that, before the Effective Date, represented Class A Voting Common Shares of Wild River will, from and after the Effective Date, represent the number of Class A Voting Common Shares of the Surviving Corporation into which such Class A Voting Common Shares of Wild River are converted (as provided for herein above). Each certificate that, before the Effective Date, represented Class B Nonvoting Common Shares of Wild River will, from and after the Effective Date, represent the number of Class B Nonvoting Common Shares of the Surviving Corporation into which such Class B Nonvoting Common Shares of Wild River are converted (as provided for herein above). Each holder of Class A Voting Common Shares of Wild River that are converted in the Merger into Class A Voting Common Shares of the Surviving Corporation will, on surrender to the Surviving Corporation of

the Wild River certificate therefore, be entitled to receive a Surviving Corporation certificate evidencing the ownership of Class A Voting Common Shares of the Surviving Corporation into which such Class A Voting Common Shares of Wild River are converted (as provided for herein above). Each holder of Class B Nonvoting Common Shares of Wild River that are converted in the Merger into Class B Nonvoting Common Shares of the Surviving Corporation will, on surrender to the Surviving Corporation of the Wild River certificate therefore, be entitled to receive a Surviving Corporation certificate evidencing the ownership of Class B Nonvoting Common Shares of the Surviving Corporation into which such Class B Nonvoting Common Shares of Wild River are converted (as provided for herein above).

SECTION 4
CONDITIONS

The obligation of the Constituent Corporations to effect the Merger is subject to the satisfaction of each of the following conditions:

4.1 This Agreement will have been duly approved by the board of directors of Wild River and the board of directors of Naumes.

4.2 This Agreement will have been duly approved by the holders of a majority of the outstanding Class A Voting Common Shares of Wild River entitled to vote on the matter and by the holders of a majority of the outstanding Class A Voting Common Shares of Naumes entitled to vote on the matter.

SECTION 5
TERMINATION

5.1 Failure of Shareholder Approval. This Agreement will automatically terminate in the event that it is brought to a vote and not adopted by the holders of a majority of the outstanding Class A Voting Common Shares of Wild River entitled to vote thereon. This Agreement will automatically terminate in the event that it is brought to a vote and not adopted by the holders of a majority of the outstanding Class A Voting Common Shares of Naumes entitled to vote thereon.

5.2 Other Termination. This Agreement may be terminated and the Merger abandoned at any time before the Effective Date, whether before or after submission of this Agreement to or approval of this Agreement by the shareholders of Class A Voting Common Shares of either of the Constituent Corporations, (i) by mutual agreement of the boards of directors of Wild River and Naumes, or (ii) by either of the boards of directors of Wild River and Naumes if all of the conditions of Section 4 of this Agreement are not satisfied.

5.3 Effect of Termination. If this Agreement is terminated as provided in this Section 5, this Agreement will become wholly void and of no further force and effect,

each party will bear its own expenses, and there will be no liability or obligation on the part of either party to the other.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1 Waivers. Each party may, by written instrument, (i) extend the time for performing any of the obligations or other acts of the other party, (ii) waive compliance with any of the covenants of the other party, (iii) waive performance of any of the obligations of the other party set forth in this Agreement, or (iv) waive any condition to its obligation to effect the Merger other than the conditions contained in Section 4 of this Agreement.

6.2 Amendment. Without the approval of the shareholders of the Constituent Corporations, this Agreement may be amended at any time before the Effective Date, whether before or after submission of this Agreement to or approval of this Agreement by the shareholders of Class A Voting Common Shares of either of the Constituent Corporations, with the approval of the respective boards of directors of the Constituent Corporations, as long as such amendment will not change the conversion ratios set forth in Sections 3.1.1 and 3.1.2 of this Agreement.

6.3 Expenses. Each party will pay the expenses incurred by it in connection with the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first written above.

NAUMES:

NAUMES, INC.,
an Oregon corporation

By: Michael D. Naumes
Michael D. Naumes, President

WILD RIVER:

WILD RIVER ORCHARDS, INC.,
an Oregon corporation

By: Michael D. Naumes
Michael D. Naumes, President

Corporation/Limited Liability Company - Information Change

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business - Phone: (503) 986-2200
Please Type or Print Legibly in Black ink. Attach Additional Sheet if Necessary. Fax: (503) 378-4381

REGISTRY NUMBER: 044348-17

ENTITY TYPE: (•) DOMESTIC ( ) FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

1. NAME OF CORPORATION OR LIMITED LIABILITY COMPANY:

Naumes, Inc.

Complete only the sections that you are updating.

2. BUSINESS ACTIVITY

Agriculture

3. PRINCIPAL PLACE OF BUSINESS: (Street Address)

2 W Barnett Rd.
Medford, OR 97501

4. THE REGISTERED AGENT HAS BEEN CHANGED TO:

Michael D. Naumes

5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

Must be an Oregon Street Address, which is identical to the registered agent's office.

2 W Barnett Rd.
Medford, OR 97501

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

2 W Barnett Rd., PO Box 996
Medford, OR 97501

7. THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT. The entity has been notified in writing of this change.

8. THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

9. INDIVIDUAL WITH DIRECT KNOWLEDGE (Names and Addresses)
List the name and address of at least one individual who is a director, or controlling shareholder of the corporation (member or manager of the LLC) or an authorized representative with direct knowledge of the operations and business activities of the corporation or LLC.

Michael D. Naumes
2 W Barnett Rd., PO Box 996
Medford, OR 97501

10. NAME(S) AND ADDRESS(ES)OF CORPORATE OFFICERS OR LLC MEMBERS/MANAGERS

Business and Professional Corporations list the name and address of one President and one Secretary (ORS 60.787, ORS 62.455, ORS 554.315).
Nonprofit Corporations list the name and address of one President and one Secretary. Nonprofit Corporations that are Public Benefit list the name and address of one Treasurer (ORS 65.371).
Limited Liability Companies list the names and addresses of the managers for a manager-managed limited liability company or the name and address of at least one member for a member-managed limited liability company (ORS 63.787). Please attach a separate sheet of paper if needed.
If making changes to this section, list all current names and addresses. This replaces what is currently on the record.

PRESIDENT OR OWNER(S) (MEMBERS): (Names and Addresses)	**SECRETARY OR MANAGER(S):** (Names and Addresses)	**TREASURER - NONPROFIT ONLY:** (Name and Address)
Michael D. Naumes	Laura E. Naumes	
2 W Barnett Rd., PO Box 996	2 W Barnett Rd., PO Box 996	
Medford, OR 97501	Medford, OR 97501	

11. EXECUTION: I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

SIGNATURE:	**PRINTED NAME:**	**TITLE:**
Annie Eadie	Annie Eadie	CFO

CONTACT NAME: (To resolve questions with this filing)

Jeffrey S. Tarr

PHONE NUMBER: (Include area code)

503-227-1111

FEES

No Processing Fee

Free copies are available at sos.oregon.gov/business using the Business Name Search program.