

**RECORDING COVER SHEET**  
ORS 205.234

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself

Please print or type information.

**1. AFTER RECORDING, RETURN TO--**

Required by ORS 205.180(4) & 205.238:

Name: Ronald A. Shellan, Esq.

Address: Miller Nash LLP  
111 S.W. Fifth Avenue, Suite 3400  
Portland, Oregon 97204

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

**2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Certified Articles of Merger

**3. DIRECT PARTY / GUARANTOR Names and Addresses – Required by ORS 205.234(1)(b)**  
for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name(s): Stafford Ranches, an Oregon general partnership and  
Stafford Logging LLC, an Oregon limited liability company  
4411 N.W. Elliott Avenue  
Prineville, Oregon 97754

**4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)**  
for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name(s): Stafford Ranches, LLC  
4411 N.W. Elliott Avenue  
Prineville, Oregon 97754

**5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**

**UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**

NA

**6. TRUE AND ACTUAL CONSIDERATION –**

Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ NA

**7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)**

Tax Acct. No: NA

82.00

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

**Certified Copy    694N693S3**

*I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:*

*That the attached*

*Copy of the*

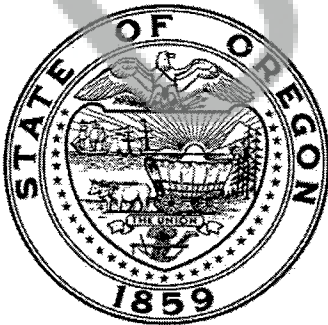
*Merger*

*for*

*STAFFORD RANCHES LLC*

*is a true copy of the original document(s).*

*In Testimony Whereof, I have hereunto set  
my hand and affixed hereto the Seal of the  
State of Oregon.*



A handwritten signature in black ink, appearing to read "Kate Brown", is written over the text "In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon."

*KATE BROWN, Secretary of State*

*8/7/2014*

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ARTICLES OF MERGER

FILED

JUL 30 2014

OREGON  
SECRETARY OF STATE

OF  
STAFFORD RANCHES, an Oregon general partnership  
AND  
STAFFORD LOGGING LLC, an Oregon limited liability company  
WITH AND INTO  
STAFFORD RANCHES LLC, an Oregon limited liability company

The undersigned limited liability company, pursuant to Section 63.494 of the Oregon Limited Liability Company Act, hereby executes and files the following Articles of Merger.

ARTICLE ONE

The entities proposing to merge are Stafford Ranches, an Oregon general partnership, Stafford Logging LLC, an Oregon limited liability company (collectively, the "Disappearing Entities"), and Stafford Ranches LLC, an Oregon limited liability company ("LLC" or "Surviving Entity"). The parties are sometimes referred to collectively as the "Merging Entities."

ARTICLE TWO

Disappearing Entities will merge with and into Surviving Entity, with Surviving Entity being the surviving entity in the merger. The name of Surviving Entity will continue to be Stafford Ranches LLC.

ARTICLE THREE

A copy of the Plan of Merger between Merging Entities (the "Plan of Merger") is attached hereto as Exhibit A.

ARTICLE FOUR

The Plan of Merger was duly authorized and approved by unanimous written consent of the partners of Stafford Ranches and the managers of Stafford Logging LLC and Stafford Ranches LLC in accordance with ORS 63.487.

ARTICLE FIVE

The merger of Merging Entities will become effective at 12:01 a.m. on August 1, 2014 (the "Effective Date").

STAFFORD RANCHES LLC



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VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

IN WITNESS WHEREOF, Surviving Entity has caused these Articles of Merger to be executed and filed as of the Effective Date.

STAFFORD RANCHES LLC

By: \_\_\_\_\_

Mark K. Stafford, Manager

By: \_\_\_\_\_

Michael Stafford, Manager

By: \_\_\_\_\_

Samuel J. Stafford, Manager

Person to contact regarding this filing:

Ronald Shellan  
Miller Nash LLP  
111 S.W. Fifth Avenue, Suite 3400  
Portland, Oregon 97204  
Phone: (503) 224-5858

**EXHIBIT A**

**Plan of Merger**

**See attached.**

Unofficial  
Copy



## **PLAN AND AGREEMENT OF MERGER**

**STAFFORD RANCHES**  
(an Oregon general partnership)  
**AND**  
**STAFFORD LOGGING LLC**  
(an Oregon limited liability company)

### **MERGING WITH AND INTO**

**STAFFORD RANCHES LLC**  
(an Oregon limited liability company)

This Plan of Merger is entered into as of July 30, 2014, by and among Stafford Ranches, an Oregon general partnership, Stafford Logging LLC, an Oregon limited liability company (collectively, the "Disappearing Entities"), and Stafford Ranches LLC, an Oregon limited liability company ("LLC" or "Surviving Entity"). The parties are sometimes referred to collectively as the "Merging Entities."

### **RECITALS**

A. The Merging Entities desire to enter into this Plan of Merger to provide for the merger of Disappearing Entities into LLC.

B. All of the partners of Stafford Ranches, and all of the managers of Stafford Logging LLC and Stafford Ranches LLC, have determined it is in the best interest of the Merging Entities to merge Disappearing Entities with LLC, with LLC surviving the merger.

### **AGREEMENT**

The Merging Entities agree as follows:

1. **Merging Entities.** The names of Disappearing Entities are (a) Stafford Ranches, an Oregon general partnership, and (b) Stafford Logging LLC, an Oregon limited liability company. The name of Surviving Entity is Stafford Ranches LLC, an Oregon limited liability company.

2. **Merger.**

2.1. **Merger.** Disappearing Entities will be merged with and into Surviving Entity (the "Merger") pursuant to ORS Chapters 63 and 67, and in accordance with the terms and conditions of this Plan of Merger.

2.2. **Effective Date.** The Merger will become effective at 12:01 a.m. on August 1, 2014 (the "Effective Date").

2.3. **Filing of Articles of Merger.** On or before the Effective Date, Articles of Merger will be filed with the Oregon Secretary of State.

2.4. **Cessation of Separate Existence.** As of the Effective Date, the separate existence of Disappearing Entities will cease.

2.5. **Membership Interest in LLC.** As of the Effective Date, the partnership interests in Stafford Ranches will be converted into ownership interests of LLC as follows:

Name	Ownership in Stafford Ranches	Ownership in LLC
Mark K. Stafford	20%	18%
Michael Stafford	20%	18%
Milton O. Stafford	20%	18%
Samuel J. Stafford	20%	18%
Estate of Willis E. Stafford	20%	18%

As of the Effective Date, the membership interests in Stafford Logging LLC will be converted into ownership interests of LLC as follows:

Name	Membership in Stafford Logging LLC	Ownership in LLC
Estate of Willis E. Stafford	100%	12%

As a result of the Merger, the Estate of Willis E. Stafford will have a 30 percent ownership interest in LLC.

### 3. **Surviving Entity.**

3.1. **Articles of Organization.** At and as of the Effective Date, the Articles of Organization of Surviving Entity shall continue in full force and effect until altered, amended, or changed in the manner described by the provisions of the Oregon Limited Liability Company Act (the "Act") or Surviving Entity's operating agreement.

3.2. **Managers.** The current managers of LLC shall continue until changed in the manner described by the Act or Surviving Entity's operating agreement.

4. **Assets and Liabilities.** As of the Effective Date, LLC will possess, retain, and own every interest in all assets and property of every description owned by Disappearing Entities. The rights, privileges, immunities, powers, and authority, of a public as well as private nature, of Disappearing Entities will be vested in LLC without further act or deed. The title to or any interest in any real or personal property vested in Disappearing Entities will not revert or in any way be impaired by reason of the conversion. All obligations belonging to or due to Disappearing Entities will be vested in LLC without further act or deed. LLC will be liable for all the obligations of Disappearing Entities existing as of the Effective Date.

5. **Further Actions.** The partners, members, and managers of Merging Entities are authorized to take and do any and all acts or things and to prepare, execute, deliver and file all instruments, papers, and documents as may be or become necessary or convenient to carry out or put into effect any of the provisions of this Plan of Merger.

6. **Entire Agreement.** This Plan of Merger constitutes the entire agreement between the parties regarding the Merger. There are no oral or other agreements except as herein expressed. This Plan may be amended only by a writing signed by all Merging Entities.

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger intending to be legally bound.

**STAFFORD RANCHES**, an unregistered Oregon partnership

By: Mark K. Stafford  
Mark K. Stafford, Partner

By: Michael Stafford  
Michael Stafford, Partner

By: Milton O. Stafford  
Milton O. Stafford, Partner

By: Samuel J. Stafford  
Samuel J. Stafford, Partner

By: Estate of Willis E. Stafford, Partner

By: Mark K. Stafford  
Mark K. Stafford, duly appointed, qualified, and acting personal representative of the estate of Willis E. Stafford, deceased

By: Michael Stafford  
Michael Stafford, duly appointed, qualified, and acting personal representative of the estate of Willis E. Stafford, deceased

By: Samuel J. Stafford  
Samuel J. Stafford, duly appointed, qualified, and acting personal representative of the estate of Willis E. Stafford, deceased

**STAFFORD LOGGING LLC**

By: Mark K. Stafford  
Mark K. Stafford, Manager

By: Michael Stafford  
Michael Stafford, Manager

By: Samuel J. Stafford  
Samuel J. Stafford, Manager



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**STAFFORD RANCHES LLC**

By: Mark K. Stafford  
Mark K. Stafford, Manager

By: Michael Stafford  
Michael Stafford, Manager

By: Samuel J. Stafford  
Samuel J. Stafford, Manager

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