

MAR 23 1988

Receipt No. 86901
STATE OF NEBRASKA } SS
SECRETARY'S OFFICE }
Filed and recorded on film roll
SS-6 page 782

334

ARTICLES OF MERGER
MISSOURI RIVER FARMS, INC.
INTO
WRIGHT INVESTMENTS, INC.

Allen J. Baerwein
Secretary of State

By AM \$39.00pd.

Domestic Subsidiary Into Domestic Parent Corporation

Pursuant to the provisions of Section 21-2074 of the Nebraska Business Corporations Act, the undersigned, Wright Investments, Inc., a Nebraska corporation, hereby adopts these Articles of Merger for the purpose of merging Missouri River Farms, Inc., a Nebraska corporation, into the undersigned as the surviving corporation (said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations").

1. The Plan of Merger between the Constituent Corporations in which Missouri River Farms, Inc., is to be merged with and into Wright Investments, Inc., with Wright Investments, Inc., to be the surviving corporation, is attached hereto and by this reference fully incorporated herein.

2. Missouri River Farms, Inc., had at the time of the merger 1,000 shares of One Dollar (\$1.00) per share par value common stock outstanding, all of which were owned by Wright Investments, Inc.

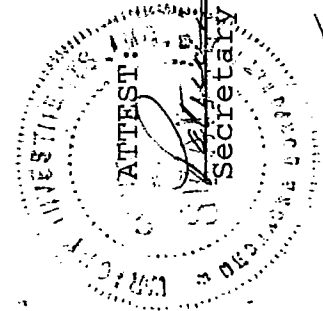
3. A copy of the Plan of Merger attached to these Articles was mailed on March 9, 1988, to each shareholder of record of Missouri River Farms, Inc.

4. The sole shareholder of Missouri River Farms, Inc., has waived the thirty (30) day waiting period of Section 21-2074 of the Nebraska Business Corporations Act pursuant to the written waiver attached hereto and by this reference fully incorporated herein.

IN WITNESS WHEREOF, Wright Investments, Inc., has hereunto executed these Articles of Merger through its duly authorized officers this 21 day of March, 1988.

WRIGHT INVESTMENTS, INC.

By [Signature]
its President



Recorded - Mac
General - Chick
Numerical - [Signature]
Photostat - [Signature]

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 652
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 21 DAY OF MARCH A.D. 19 88
AT 10:51 O'CLOCK AM AND RECORDED IN BOOK
170 AT PAGE 54
COUNTY CLERK Charles F. [Signature]
DEPUTY Dorothy [Signature]

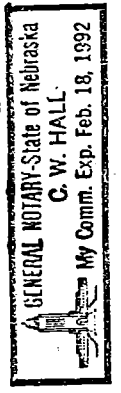
FILED
MAR 23 1988

334

335

STATE OF NEBRASKA)
) ss.
COUNTY OF Wash)

On this 21st day of March, 1988, before me, a notary public in and for said county, personally appeared Les H. Wright, to me known to be the identical person who signed the above and foregoing Articles of Merger as the President of Wright Investments, Inc., and acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation by it voluntarily executed.



C. W. Hall
Notary Public
In and for said County

My Commission Expires:

2-18-92

335

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PLAN AND AGREEMENT OF MERGER

MISSOURI RIVER FARMS, INC.

INTO

WRIGHT INVESTMENTS, INC.

Plan and Agreement of Merger (hereinafter interchangeably referred to as "Agreement," "Plan of Merger," or "Agreement" by and between Missouri River Farms, Inc., a Nebraska corporation, (sometimes referred to as "MRF") and Wright Investments, Inc., a Nebraska corporation, (sometimes referred to as "Wright") said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations,"

WITNESSETH:

WHEREAS, MRF is a corporation duly organized and existing under the laws of the State of Nebraska, having been incorporated December 16, 1980, under the name of "Missouri River Farms, Inc."; and Wright is a corporation duly organized and existing under the laws of the State of Nebraska, having been incorporated on December 9, 1980, under the name of "Wright Investments, Inc."; and

WHEREAS, the authorized capital stock of MRF consists of Ten Thousand (10,000) shares of common stock, par value One Dollar (\$1.00) per share, of which One Thousand (1,000) shares are issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of MRF are owned by Wright, thus making MRF the wholly owned subsidiary of Wright;

WHEREAS, the Board of Directors of Wright deems it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation, pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Nebraska and, specifically, in accordance with the procedures for the merger of subsidiary corporations into domestic parent corporations under Section 21-2074 of the Nebraska Business Corporations Act; and

WHEREAS, there are no currently outstanding subscriptions, options, or warrants to purchase any of the authorized and unissued shares of either of the Constituent Corporations.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the

State of Nebraska, that the Constituent Corporations shall be merged into a single corporation, to-wit: Wright Investments, Inc., a Nebraska corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereinafter sometimes referred to as the "Surviving Corporation"), and the terms and conditions of this Plan and Agreement of Merger hereby agreed upon which the parties covenant to observe, keep, and perform, and the mode of carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE I

EFFECTIVE TIME OF THE MERGER

At the time of the merger, the separate existence of MRF shall cease and shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effective on the date on which the Articles of Merger are filed in the office of the Secretary of State of Nebraska, after satisfaction of the requirements of the applicable laws of the State of Nebraska prerequisite to such filing.

ARTICLE II

GOVERNING LAWS; CERTIFICATE OF INCORPORATION

The laws which are to govern the Surviving Corporation are the laws of the State of Nebraska. The Articles of Incorporation of Wright, as heretofore amended, shall remain in effect until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III

BYLAWS

The Bylaws of Wright, at the effective time of the merger, shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

DIRECTORS AND OFFICERS

The directors of Wright shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law in the Bylaws of the Surviving Corporation, the officers of Wright at the effective time of the merger, shall be the officers of the Surviving Corporation.

ARTICLE VCONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

- (1) Wright's Outstanding Common Stock. None of the shares of common or preferred stock of Wright issued and outstanding at the effective time of the merger shall be converted as a result of the merger, but all such shares shall remain issued shares of common stock of the Surviving Corporation.
- (2) MRF's Outstanding Common Stock. At the effective time of the merger, all shares of common stock, par value of One Dollar (\$1.00) per share, of MRF, which shall be issued and outstanding, shall be converted, in the aggregate, into one (1) share of fully paid and nonassessable common stock, par value One Dollar (\$1.00) per share, of the Surviving Corporation.

ARTICLE VIEFFECT OF THE MERGER

On the effective date of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers, and franchises, both of a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers, and franchises of each of the Constituent Corporations and all the property, real, personal, and mixed, and all debts due to each of said Constituent Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers, and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and that title to any real estate vested by deed or otherwise in any of said 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 said Constituent Corporations shall be preserved, unimpaired, limited in effect to the property affected by such liens at the effective time of the merger, and all debts, liabilities, and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

CONDUCT OF BUSINESS

Prior to the effective date of the merger, none of the Constituent Corporations will engage in any activity or transaction other than in the ordinary course of business without first obtaining the approval of the others, nor will either of them issue any rights to subscribe to, or to convert any obligation into, or grant any options to purchase, any shares of the capital stock, or issue or sell any shares of the capital stock or declare or pay any dividends on its capital stock.

IN WITNESS WHEREOF, Missouri River Farms, Inc., and Wright Investments, Inc., pursuant to authority duly given by their respective Boards of Directors, have caused this Plan of Merger to be executed by their respective Presidents, and their corporate seals to be hereto affixed and attested to by their respective Secretaries, as of the day and year first above written.

MISSOURI RIVER FARMS, INC.

BY: [Signature] Its President

ATTEST:

[Signature] Its Secretary

WRIGHT INVESTMENTS, INC.

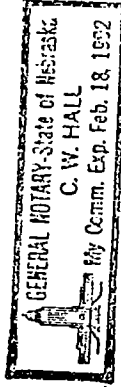
BY: [Signature] Its President

ATTEST:

[Signature] Its Secretary

STATE OF NEBRASKA)
COUNTY OF Wash.) ss.

On this 21st day of March, 1980, before me, a Notary Public in and for said County, personally appeared Jess H. Wright, President of Missouri River Farms, Inc., a corporation, known to me to be the President and identical person who signed the foregoing Plan of Merger, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

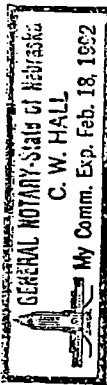


[Signature] Notary Public

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STATE OF NEBRASKA)
) ss.
COUNTY OF Wash.)

On this 21st day of March, 1988, before me, a Notary Public in and for said County, personally appeared Jess H. Wright, President of Wright Investments, Inc., a corporation, known to me to be the President and identical person who signed the foregoing Plan of Merger, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.



C. W. Hall
Notary Public

340

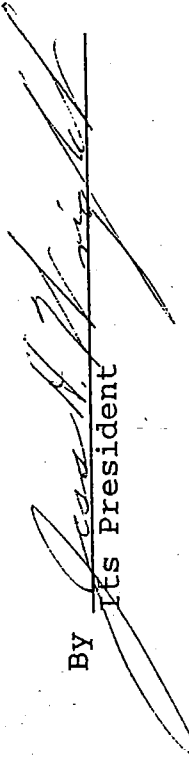
341

WAIVER

The undersigned, being the sole shareholder of Missouri River Farms, Inc., acknowledges receipt of the Plan of Merger dated 9 March, 1988, wherein Missouri River Farms, Inc., is to merge into Wright Investments, Inc., and hereby waives the 30-day waiting requirement of Section 21-2079 of the Nebraska Business Corporations Act in order to permit Articles of Merger for said merger to be immediately filed with the Nebraska Secretary of State, and for the merger of said corporations to become effective upon such filing.

Dated: 21 March, 1988.

WRIGHT INVESTMENTS, INC.

BY  Its President

341

MAR 23 1988

Receipt No. 86902

3424

STATE OF NEBRASKA }
SECRETARY'S OFFICE } SS
Filed and recorded on film roll
88-6 page 790

ARTICLES OF MERGER
WRIGHT INVESTMENTS, INC.
INTO
FORT CALHOUN STONE COMPANY

Allen J. Baerlein

By AM Secretary of State

\$42,000pd.

Articles of Merger dated as of the 21 day of March, 1988, by and between Wright Investments, Inc., a Nebraska corporation, and Fort Calhoun Stone Company, a Nebraska corporation (said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations").

1. The Plan of Merger between the Constituent Corporations in which Wright Investments, Inc., is to be merged with and into Fort Calhoun Stone Company, with Fort Calhoun Stone Company to be the surviving corporation, is attached hereto and by this reference fully incorporated herein.

2. As to each of the Constituent Corporations, the number of shares outstanding and the designation and number of shares of each class entitled to vote as a class on the Plan of Merger is as follows:

Wright Investments, Inc.:
Common Stock: 474 shares
Preferred Stock: 822 shares
Fort Calhoun Stone Company:
Common Stock: 195 shares

3. As to each of the Constituent Corporations, the number of shares, by class, voted for and against the Plan of Merger is as follows:

Wright Investments, Inc.:
Number of Shares of Common Stock voted for the Plan of Merger: 474
Number of Shares of Common Stock voted against the Plan of Merger: -0-
Number of Shares of Preferred Stock voted for the Plan of Merger: 822
Number of Shares of Preferred Stock voted against the Plan of Merger: -0-

FILED
88 MAR 24 AM 10:57
CLERK OF DISTRICT COURT
PLATE NUMBER

Recorded _____
General Mus
Numerical Clats
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 653.
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 21 DAY OF March A.D. 1988.
AT 10:57 O'CLOCK AM AND RECORDED IN BOOK
170 AT PAGE 370 S.S.O.
COUNTY CLERK Charly L. ...
DEPUTY ...

3424

343

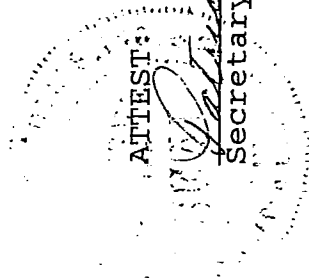
Fort Calhoun Stone Company:

Number of Shares of Common Stock
voted for the Plan of Merger: 195

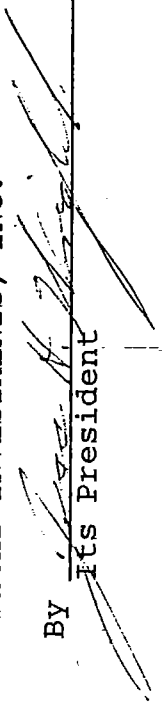
Number of Shares of Common Stock
voted against the Plan of Merger: -0-

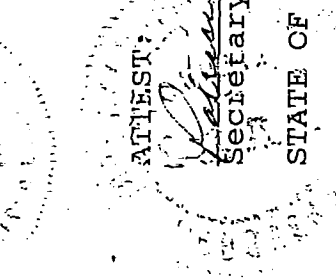
4. The Constituent Corporations further state that the adoption of the Plan of Merger and the performance of its terms were duly approved by their respective Boards of Directors and such other requisite corporate action as may be required of said corporations.

IN WITNESS WHEREOF, the Constituent Corporations have hereunto executed these Articles of Merger through their duly authorized officers.

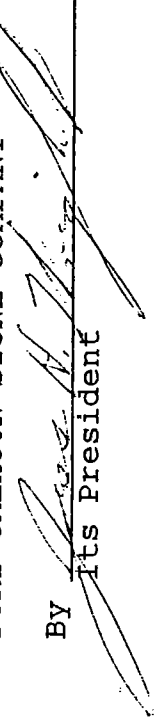
ATTEST:

Secretary

WRIGHT INVESTMENTS, INC.

BY 
Its President

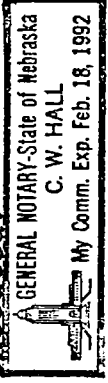
ATTEST:

Secretary


FORT CALHOUN STONE COMPANY

BY 
Its President

STATE OF NEBRASKA)
COUNTY OF Wash) ss.

On this 21st day of March, 1988, before me, a notary public in and for said county, personally appeared Jess H. Wright, to me known to be the identical person who signed the above and foregoing Articles of Merger as the President of Wright Investments, Inc., and acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation by it voluntarily executed.


GENERAL NOTARY-STATE of Nebraska
C. W. HALL
My Comm. Exp. Feb. 18, 1992



Notary Public
In and for said County

My Commission Expires:

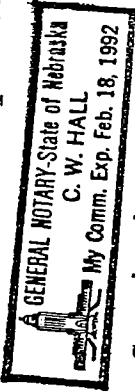
2-18-92

343

844

STATE OF NEBRASKA)
) ss.
COUNTY OF WASH)

On this 21st day of March, 1988, before me, a notary public in and for said county, personally appeared Jess H. Wright, to me known to be the identical person who signed the above and foregoing Articles of Merger as the President of Fort Calhoun Stone Company and acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation by it voluntarily executed.



My Commission Expires:

2-18-92

C. W. Hall
Notary Public
In and for said County

844

PLAN AND AGREEMENT OF MERGER

WRIGHT INVESTMENTS, INC.

INTO

FORT CALHOUN STONE COMPANY

Plan and Agreement of Merger (hereinafter interchangeably referred to as "Agreement," "Plan of Merger," or "Agreement") by and between Wright Investments, Inc., a Nebraska corporation, (sometimes referred to as "Wright"), and Fort Calhoun Stone Company, a Nebraska corporation, (sometimes referred to as "Fort Calhoun"), said corporations being herein-after sometimes collectively referred to as the "Constituent Corporations,"

WITNESSETH:

WHEREAS, Wright is a corporation duly organized and existing under the laws of the State of Nebraska, having been incorporated December 9, 1980, under the name of "Wright Investments, Inc.,"; and Fort Calhoun is a corporation duly organized and existing under the laws of the State of Nebraska, having been incorporated on July 10, 1957, under the name of "Fort Calhoun Stone Company"; and

WHEREAS, the authorized capital stock of Wright consists of Two Thousand (2,000) shares of common stock, par value One Dollar (\$1.00) per share, of which Four Hundred Seventy-Four (474) shares are issued and outstanding; and Two Thousand (2,000) shares of voting preferred stock, par value of Ten Dollars (\$10.00) per share, of which Eight Hundred Twenty-two (822) shares are issued and outstanding; and

WHEREAS, the authorized capital stock of Fort Calhoun consists of One Thousand (1,000) shares of common stock, par value One Hundred Dollars (\$100.00) per share, of which One Hundred Ninety-five (195) shares are issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of Fort Calhoun are owned by Wright, thus making Fort Calhoun the wholly-owned subsidiary of Wright; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation, pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Nebraska; and

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WHEREAS, there are no currently outstanding subscriptions, options, or warrants to purchase any of the authorized and unissued shares of either of the Constituent Corporations.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Nebraska, that the Constituent Corporations shall be merged into a single corporation, to-wit: Fort Calhoun Stone Company, a Nebraska corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereinafter sometimes referred to as the "Surviving Corporation"), and the terms and conditions of this Plan and Agreement of Merger hereby agreed upon which the parties covenant to observe, keep, and perform, and the mode of carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE I

EFFECTIVE TIME OF THE MERGER

At the time of the merger, the separate existence of Wright shall cease and shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effective on the later of (i) the date on which the Articles of Merger are filed in the office of the Secretary of State of Nebraska, after satisfaction of the requirements of the applicable laws of the State of Nebraska prerequisite to such filing; or (ii) the close of business on March 31, 1988.

ARTICLE II

GOVERNING LAWS; CERTIFICATE OF INCORPORATION

The laws which are to govern the Surviving Corporation are the laws of the State of Nebraska. The Articles of Incorporation of Fort Calhoun, as heretofore amended, shall remain in effect until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III

BYLAWS

The Bylaws of Fort Calhoun, at the effective time of the merger, shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IVDIRECTORS AND OFFICERS

The directors of Fort Calhoun shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law in the Bylaws of the Surviving Corporation, the officers of Fort Calhoun at the effective time of the merger, shall be the officers of the Surviving Corporation.

ARTICLE VCONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

- (1) Fort Calhoun's Outstanding Common Stock. None of the shares of common stock, par value One Hundred Dollars (\$100.00) per share, of Fort Calhoun issued and outstanding at the effective time of the merger shall be converted as a result of the merger, but all such shares shall become authorized but unissued shares of common stock of the Surviving Corporation, but some or all of which may be issued in the exchange of shares of this merger.
- (2) Wright's Outstanding Common Stock. At the effective time of the merger, each share of common stock, par value of One Dollar (\$1.00) per share, of Wright, which shall be issued and outstanding, shall be converted into 1.814346 shares of fully paid and nonassessable common stock, par value One Hundred Dollars (\$100.00) per share, of the Surviving Corporation.
- (3) Wright's Outstanding Preferred Stock. At the effective time of the merger, each share of preferred stock, par value Ten Dollars (\$10.00) per share, of Wright, which shall be issued and outstanding, shall be converted into .036496 shares of fully paid and nonassessable common stock, par value One Hundred Dollars (\$100.00) per share, of the Surviving Corporation.

ARTICLE VIEFFECT OF THE MERGER

On the effective date of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers, and franchises, both of a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all the rights,

privileges, immunities, powers, and franchises of each of the Constituent Corporations and all the property, real, personal, and mixed, and all debts due to each of said Constituent Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers, and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and that title to any real estate vested by deed or otherwise in any of said 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 said Constituent Corporations shall be preserved, unimpaired, limited in effect to the property affected by such liens at the effective time of the merger, and all debts, liabilities, and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

EXCHANGE OF SHARES

At the effective time, each holder of record of a certificate or certificates which immediately prior to the effective time represented outstanding shares of Wright common stock and Wright preferred stock (the "Certificates"), shall surrender the Certificates in exchange for certificates representing shares of Fort Calhoun common stock. Upon surrender of Certificates for cancellation to the Surviving Corporation, the holder of such Certificates shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of the Surviving Corporation's common stock into which the shares of Wright common stock and Wright preferred stock theretofore represented by the Certificates so surrendered shall have been converted pursuant to the provisions of Article V. Any fractional shares which result from the conversion shall be rounded to the nearest whole number, and such number shall be the number of shares which are to be issued to the shareholder by Fort Calhoun in this merger.

No dividends or other distributions declared with respect to the Surviving Corporation's common stock issuable to former holders of Wright common stock and Wright preferred stock pursuant to the merger and payable to the holders thereof after the effective time shall be paid to any such holder unless and until such holder shall have surrendered such holder's Certificates and received in exchange therefor certificates representing shares of the Surviving Corporation's common stock. After the surrender and exchange of a Certificate, the holder of certificates for shares of Surviving Corporation common stock into which the shares of Wright common stock and Wright preferred stock

shall have been converted shall be entitled to receive any dividends or other distributions, without any interest thereon, which theretofore became payable with respect to the shares of Surviving Corporation's common stock represented by such Certificate.

In the case of any lost, stolen or destroyed Wright Certificate, the Surviving Corporation will issue new certificates representing shares of the Surviving Corporation's common stock upon (i) Fort Calhoun having received evidence satisfactory to it of ownership of such capital stock for which the certificates have been lost, stolen or destroyed, (ii) the owner having provided the Surviving Corporation reasonable security or indemnity for issuance of the new certificates or cash, and (iii) the Surviving Corporation having no actual notice that the shares represented by such lost, stolen or destroyed Wright Certificates have been acquired by a bona fide purchaser.

After the effective time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Wright capital stock which were outstanding immediately prior to the effective time.

ARTICLE VIII

CONDUCT OF BUSINESS

Prior to the effective date of the merger, none of the Constituent Corporations will engage in any activity or transaction other than in the ordinary course of business without first obtaining the approval of the others, nor will either of them issue any rights to subscribe to, or to convert any obligation into, or grant any options to purchase, any shares of the capital stock, or issue or sell any shares of the capital stock or declare or pay any dividends on its capital stock.

IN WITNESS WHEREOF, Wright Investments, Inc., and Fort Calhoun Stone Company, pursuant to authority duly given by their respective Boards of Directors, have caused this Plan and Agreement of Merger to be executed by their respective Presidents, and their corporate seals to be hereto affixed and attested to by their respective Secretaries, as of the day and year first above written.

WRIGHT INVESTMENTS, INC.

BY: [Signature]
Its President

ATTEST:
[Signature]
Its Secretary

FORT CALHOUN STONE COMPANY

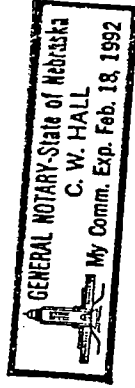
BY: [Signature]
Its President

ATTEST:
[Signature]
Its Secretary

3504

STATE OF NEBRASKA)
COUNTY OF Wash.) ss.

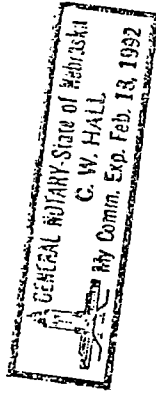
On this 21st day of March, 1988 before me, a Notary Public in and for said County, personally appeared Jess H. Wright, President of Wright Investments, Inc., a corporation, known to me to be the President and identical person who signed the foregoing Plan of Merger, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.



C. W. Hall
Notary Public

STATE OF NEBRASKA)
COUNTY OF Wash.) ss.

On this 21st day of March, 1988, before me, a Notary Public in and for said County, personally appeared Jess H. Wright, President of Fort Calhoun Stone Company, a corporation, known to me to be the President and identical person who signed the foregoing Plan of Merger, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.



C. W. Hall
Notary Public