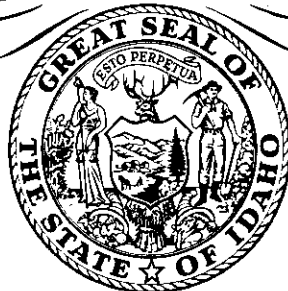


State of Idaho



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

TIEGS FARMS, INC.

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Second** day of **August**, 19 **65**, original articles of amendment, as provided by Section **30-146, 30-147, 30-148, 30-151 and 30-152, Idaho Code, Agreement of Merger by and between ELMER TIEGS, INC. and TIEGS FARMS, INC., the latter being the surviving corporation; and setting forth Amended Articles, increasing authorized capital stock to \$400,000.00,** and that the said articles of amendment contain the statement of facts required by law, ^{will be} ~~and~~ recorded on ~~Film No.~~ **microfilm** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **2nd** day of **August**, A. D., 19 **65**.

Secretary of State

MERGER AGREEMENT

THIS AGREEMENT, Made and entered into this 17th day of June, 1965, by and between TIEGS FARMS, INC., an Idaho corporation, hereinafter called the First Party, and ELMER TIEGS, INC., an Idaho corporation, hereinafter called the Second Party.

I

The First Party is a corporation organized and existing under the laws of the State of Idaho, having been incorporated in 1959. The authorized capital stock consists of 3,000 shares of common stock with a par value of \$100.00 per share, of which 2,520 shares are issued and outstanding and 480 shares are unissued.

II

Elmer Tiegs, Inc. is a corporation organized and existing under the laws of the State of Idaho, having been incorporated in 1959. The authorized capital stock consists of 1,000 shares of common stock with a par value of \$100.00 per share, of which 800 shares are issued and outstanding and 200 shares are unissued.

III

The Board of Directors of both parties hereto respectively deem it desirable and in the best interest of the corporations and their stockholders that the Second Party, ELMER TIEGS, INC., be merged into TIEGS FARMS, INC., and the corporations respectively desire that they so merge under and pursuant to the laws of the State of Idaho.

NOW THEREFORE, In consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. MERGER. As soon as all the following events shall have happened, viz.,

(A) This agreement shall have been adopted and approved by more than two-thirds of the holders of common stock of TIEGS FARMS, INC. and by more than two-thirds of the common stock of ELMER TIEGS, INC. at separate meetings of the stockholders of each of said corporations in accordance with the requirements of the laws of the State of Idaho, and that fact shall have been certified hereon by the respective secretaries or other appropriate officers of each such corporation under their respective seals; and

(B) This agreement, so adopted and certified, shall have been signed, acknowledged and filed as required by the provisions of Section 30-152 of the Idaho Code; and

(C) An amended Articles of Incorporation shall have been filed with the Secretary of State of the State of Idaho as required by Title 30, Chapter 1 of the Idaho Code;

Thereupon, ELMER TIEGS, INC. shall be deemed to have merged with and into TIEGS FARMS, INC. which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the Surviving Corporation; TIEGS FARMS, INC. and ELMER TIEGS, INC. are hereinafter sometimes called the Constituent Corporations; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation are hereinafter referred to as "the effective date of the merger".

2. NAME AND PURPOSE OF SURVIVING CORPORATION. The name of the Surviving Corporation shall be TIEGS FARMS, INC. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of TIEGS FARMS, INC., as amended, on the effective date of the merger, as set forth in Exhibit A which is attached hereto and made a part hereof with the same force and effect as if herein set forth in full.

3. ACT OF INCORPORATION OF SURVIVING CORPORATION. On the effective date of the merger, the Articles of Incorporation of TIEGS FARMS, INC., as amended to date and as it will be amended by the Amendment of the Articles of Consolidation shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

4. BY-LAWS OF SURVIVING CORPORATION. On the effective date of the merger, the By-Laws of TIEGS FARMS, INC. shall be the By-Laws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new By-Laws shall be adopted in accordance with the provisions thereof.

5. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION. The Board of Directors of the Surviving Corporation shall initially consist of three directors each of whom shall hold office until the annual meeting of the stockholders of the Surviving Corporation to be held in 1966, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names, places of residence, and addresses of such directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elmer H. Tiegs	Route #3, Nampa, Idaho
Lois Anna Tiegs	2310 Pleasanton Ave., Boise, Idaho
Maurice Clements	Route #2, Nampa, Idaho

The principal officers of the Surviving Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation, or removal, and their respective offices, places of residence, and post office addresses, are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Elmer H. Tiegs	Route #3, Nampa, Idaho
Vice-President	Maurice Clements	Route #2, Nampa, Idaho
Secretary	Barbara Clements	Route #2, Nampa, Idaho

The Surviving Corporation may have such other officers as shall be provided for in its By-Laws.

6. CAPITAL STOCK OF SURVIVING CORPORATION. On the effective date of the merger, the total amount of the capital stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares are as follows:

Total authorized stock shall be 4,000 shares of the common stock of a par value of \$100.00 per share, amounting in the aggregate to \$400,000.00.

7. CONVERSION OF OUTSTANDING SECURITIES ON MERGER. The manner and basis of converting the outstanding stock of TIEGS FARMS, INC. and ELMER TIEGS, INC. into the stock of the Surviving Corporation on the effective date of the merger shall be as follows:

(A) Common Stock of TIEGS FARMS, INC.: Each of the 2,520 shares of the common stock of TIEGS FARMS, INC. outstanding on the effective date of the merger shall continue to be one share of the common stock of the Surviving Corporation.

(B) Common Stock of ELMER TIEGS, INC.: Each of the 800 shares of the common stock of ELMER TIEGS, INC. outstanding on the effective date of the merger shall be converted into the common stock of the Surviving Corporation on a ratio of 8 to 5, that is to say, for each of the 800 shares of the common stock of ELMER TIEGS, INC. there shall be issued .625 shares of the common stock of the Surviving Corporation.

(C) Fractional shares shall not be issued but there shall be issued in lieu thereof stock warrants representing the fractional percentage of shares and any stockholder shall have the right to apply such fractional warrants to the purchase of an additional share, or shares, of the Surviving Corporation or may, at his or her option, have such fractional shares based upon the par value of the stock of the Surviving Corporation.

8. EXCHANGE OF CERTIFICATES. (A) On or after the effective date of the merger, each holder of a certificate or certificates representing outstanding common stock of ELMER TIEGS,

INC., and shall be entitled, upon the surrender of such certificate or certificates at the office of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of full shares of the Surviving Corporation into which the shares of said ELMER TIEGS, INC. shall have been converted as provided in paragraph 7 hereof.

(B) If a certificate for any share or shares of the Surviving Corporation is to be issued in the name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer and that the person requesting such exchange shall pay to the Surviving Corporation any transfer or other taxes required by reason thereof or shall establish to the satisfaction of the Surviving Corporation that such taxes have been paid.

9. EFFECT OF MERGER. On the effective date of the merger, TIEGS FARMS, INC. and ELMER TIEGS, INC. shall cease to exist separately and ELMER TIEGS, INC. shall be merged with and into TIEGS FARMS, INC. in accordance with the provisions of this agreement and in accordance with the provisions of Chapter 1 of Title 30, Idaho Code. As provided therein, on the effective date of the merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, duties, powers and obligations of every kind and nature of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved and unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth be

attached to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

10. FURTHER INSTRUMENTS. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, ELMER TIEGS, INC. will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

11. CAPITAL. On the effective date of the merger, the 3,020 shares of the common stock of the Surviving Corporation as the same shall have been continued or into which the outstanding shares of the capital stock of ELMER TIEGS, INC. shall have been converted, in accordance with the provisions of paragraphs 7 and 8 hereof, shall be issued and outstanding.

12. PRINCIPAL OFFICES. The location of the principal office of the Surviving Corporation shall be: Nampa, Idaho.

13. ABANDONMENT OF MERGER. This agreement may be terminated and the merger provided for hereby abandoned: (1) by votes of the Board of Directors of both the Constituent Corporations at any time prior to the effective date of the merger; (2) by vote of the Board of Directors of either of the Constituent Corporations at any time prior to the effective date of the merger if (a) a material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporation in connection with the merger, or (b) the other Constituent Corporation, without prior written consent of such Constituent Corporation, shall take any action prohibited by this agreement. (3) In the event of any such termination and abandonment, this agreement shall

be void and have no effect, and there shall be no liability on the part of either of the Constituent Corporations or any director, officer, or stockholder of either of such Constituent Corporations in respect thereof.

14. RIGHT OF AMENDMENT. The Surviving Corporation hereby reserves the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation as from time to time amended, and any provision contained in this agreement, in the manner now or hereafter prescribed by law.

IN WITNESS WHEREOF, TIEGS FARMS, INC. and ELMER TIEGS, INC. have caused this agreement to be signed in their corporate names by their respective Presidents or Vice-Presidents and their respective Secretaries or Assistant Secretaries under the seals of the corporations, and also by majorities of their respective Boards of Directors, all as of the day and year first above written.

(Corporate Seal)

ATTEST:

Barbara Clements
Secretary

TIEGS FARMS, INC.

By Elmer H. Tieg
President

Elmer H. Tieg
Louis Tieg
M. L. Clements
BOARD OF DIRECTORS

(Corporate Seal)

ATTEST:

Barbara Clements
Secretary

ELMER TIEGS, INC.

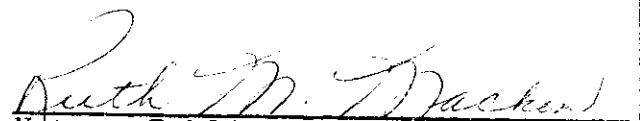
By Elmer H. Tieg
President

Elmer H. Tieg
Louis Tieg
M. L. Clements
BOARD OF DIRECTORS

STATE OF IDAHO)
 } ss.
County of Canyon)

On this 17th day of June, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER H. TIEGS and BARBARA CLEMENTS, known to me to be the President and Secretary, respectively, of the corporation, TIEGS FARMS, INC., that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

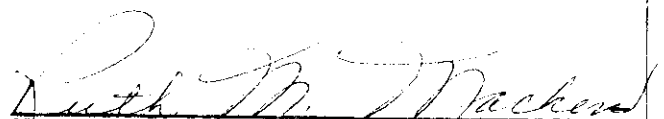
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Caldwell, Idaho

STATE OF IDAHO)
 } ss.
County of Canyon)

On this 17th day of June, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER H. TIEGS and BARBARA CLEMENTS, known to me to be the President and Secretary, respectively, of the corporation, ELMER TIEGS, INC., that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

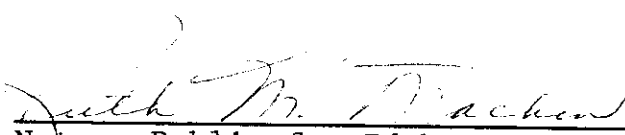
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Caldwell, Idaho

STATE OF IDAHO)
)ss.
County of Canyon)

On this 17th day of June, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER H. TIEGS, LOIS ANNA TIEGS and MAURICE CLEMENTS, known to me to be the Board of Directors of TIEGS FARMS, INC. and ELMER TIEGS, INC., the corporations that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Caldwell, Idaho

AMENDED ARTICLES OF INCORPORATION

OF

TIEGS FARMS, INC.

- - -

KNOW ALL MEN BY THESE PRESENTS, That we, TIEGS FARMS, INC. and ELMER TIEGS, INC., corporations, have this day voluntarily pursuant to an Agreement of Merger associated ourselves together for the purposes of forming a corporation under and pursuant to the laws of the State of Idaho, and we do hereby certify:

ARTICLE I

NAME

The name of this corporation shall be:

TIEGS FARMS, INC.

ARTICLE II

PURPOSES

The purposes for which it is to be formed are:

(a) To acquire farm properties and other real estate by purchase, lease or otherwise; to improve and develop the same and thereon to plant, sow, cultivate and harvest grains, hay forage, vegetables, fruit and all and every kind of farm produce and products of the soil; to breed, raise, buy, pasture, prepare for market, exhibit, and deal in livestock of all kinds; and in general to conduct in all their several branches the business of farmers, fruit growers, dairymen, and livestock raisers and to do everything incidental or conducive to the full accomplishment of the foregoing purposes.

(b) To buy and sell securities, mortgages, debentures, and other evidences of debt, subject to the provisions of law. To

purchase, or otherwise acquire, hold and re-issue the shares of its capital stock. To acquire by purchase, subscription, or otherwise, and to hold and dispose of stocks, bonds, or any other obligations of any corporation formed for, engaged in, or pursuing any one or more of the kinds of businesses, purposes, objects or obligations above indicated, or owning or holding any property of any kind herein mentioned, or of any corporation owning or holding the stock or obligations of any such corporation.

(c) To make and perform contracts of any kind description in carrying on its business, or for the purpose of attaining or furthering any of its objects. To borrow or raise money for any of the purposes of the corporation. To buy or sell notes, mortgages, or other evidences of debt, including notes and mortgages of this corporation. To own, buy and sell real and personal property. To mortgage, hypothecate or otherwise encumber any of said property. To endorse, guarantee and secure the payment and satisfaction of bonds, coupons, mortgages, debentures, obligations and evidence of indebtedness, and to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and exercise, and which now or hereafter be authorized by law. To have offices, conduct its business, and to promote its objects within and without the State of Idaho, without restriction as to place or amount, and this corporation shall have the power to hold meetings within or without the State of Idaho, as may be determined from time to time by its By-Laws.

(d) In general, but in connection with the foregoing, said corporation shall have and exercise all the powers conferred by

the State of Idaho upon business corporation, it being expressly provided that the foregoing enumeration of special powers shall not be held to limit or restrict in any manner such general powers.

ARTICLE III

DURATION

The period of existence and duration of life of this corporation shall be perpetual.

ARTICLE IV

PLACE OF BUSINESS

The location and post office address of the registered office of this corporation in the State of Idaho, shall be:

Route #3, Nampa, Canyon County, Idaho

ARTICLE V

STOCK

(a) This corporation is authorized to issue one class of capital stock which shall be designated as common stock. The total number of shares of common stock this corporation shall be authorized to issue is 4,000 shares. The par value of the common stock shall be \$100.00 per share. The aggregate par value of the common stock shall be \$400,000.00.

(b) Each of the outstanding shares of common stock of TIEGS FARMS, INC. shall be converted into one (1) share of the common stock of this corporation.

(c) Each of the outstanding shares of the common stock of ELMER TIEGS, INC. shall be converted into .625 shares of the common stock of this corporation.

(d) The entire voting power of the corporation shall be vested in the holders of common stock and every shareholder of record shall have the right, at every shareholders' meeting, to one vote for every share of common stock standing in his name on the books of the corporation.

(e) The capital stock of this corporation shall be nonassessable, and the private property of the shareholders in this corporation shall not be liable for the debts, obligations and liabilities of this corporation.

ARTICLE VI

INCORPORATORS

The names and post office addresses of each of the incorporators of this corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
TIEGS FARMS, INC.	Route #3, Nampa, Idaho
ELMER TIEGS, INC.	Route #3, Nampa, Idaho

ARTICLE VII

DIRECTORS

The number of directors of this corporation shall be at least three, and such additional number of directors, not exceeding seven, as may be determined from time to time by the By-Laws of this corporation.

a. At all elections of directors of this corporation, each stockholder of common stock shall be entitled to as many votes as shall equal the number of votes which he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected, and he may cast all such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

b. More than one-half of the directors shall be necessary to constitute a quorum of the board for the transaction of business at any meeting, but a lesser number may adjourn the meeting.

ARTICLE VIII

POWERS

The ^Board of Directors of this corporation shall have the power to repeal and amend the By-Laws of the corporation and adopt new By-Laws. Such power shall not extend to making or altering any By-Laws fixing the qualifications, classifications, terms of office, or compensation of the Board of Directors, and this authority shall not be interpreted as taking from the shareholders that power and authority given to them by Section 30-134 Idaho Code.

IN WITNESS WHEREOF, For the purpose of forming this corporation and for the merger of TIEGS FARMS, INC. and ELMER TIEGS, INC., the undersigned Incorporators have executed this Articles of Incorporation this 17th day of June, 1965.

TIEGS FARMS, INC.

By Elmer H. Tieg
President

ATTEST:

Barbara Clements
Secretary

ELMER TIEGS, INC.

By Elmer H. Tieg
President


ATTEST:

Barbara Clements
Secretary

STATE OF IDAHO)
)ss.
County of Canyon)

On this 17th day of June, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER H. TIEGS and BARBARA CLEMENTS, known to me to be (TIEGS FARMS, INC.) the President and Secretary, respectively, of the corporation/that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

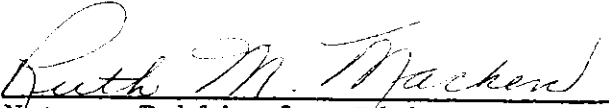
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Caldwell, Idaho

STATE OF IDAHO)
)ss.
County of Canyon)

On this 17th day of June, 1965, before me, the undersigned, a Notary Public in and for said State, personall appeared ELMER H. TIEGS and BARBARA CLEMENTS, known to me to be the President and Secretary, respectively, of the corporation, ELMER TIEGS, INC., that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Caldwell, Idaho