

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of _____

KELLER-LORENZ COMPANY, INC.

into GOLDEN VALLEY FOODS, INC.,

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of
Merger, and attach hereto a duplicate original of the Articles of
Merger.

Dated October 5, 19 83.

Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk



ARTICLES OF MERGER

JUN 29 3 17 PM '83
SECRETARY OF STATE

OF A FOREIGN PARENT CORPORATION

INTO A DOMESTIC SUBSIDIARY CORPORATION

Pursuant to the provisions of Sections 30-1-75 and 30-1-77 of the Idaho Business Corporation Act and 23A.20.050 and 23A.20.070 of the Revised Code of Washington, the undersigned corporation adopts the following Articles of Merger for the purpose of merging a foreign parent corporation into the undersigned as the surviving corporation:

FIRST: The foreign parent corporation to be merged into the undersigned domestic subsidiary corporation is incorporated under the laws of the State of Washington, and the laws of such jurisdiction permit such a merger.

SECOND: The following Plan of Merger was approved by the board of directors of the undersigned, as the surviving corporation, in the manner prescribed by the Idaho Business Corporation Act, and was authorized and approved in the manner prescribed by the laws of the State of Washington, the jurisdiction under which the foreign parent corporation is organized:

" AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 31 day of May, 1983, pursuant to Section 30-1-77, Idaho Code, and 23A.20.050 and 23A.20.070, Revised Code Of Washington, by and between KELLER-LORENZ COMPANY, INC., a Washington corporation authorized to do business in the State of Idaho, ("Keller-Lorenz") and GOLDEN VALLEY FOODS, INC., an Idaho corporation, ("Golden Valley");

WHEREAS, Keller-Lorenz is a corporation duly organized and existing under the laws of the State of Washington, with authorized capital stock of 50,000 shares of Common Stock, with the par value of each share of \$1.00, 22,567 of which, immediately prior to the Effective Date as defined in Section J.7 hereof, will be issued and outstanding and held by Roger Fairchild as to 22,417 shares and Mary Rich Dyer as to 150 shares; and

WHEREAS, Golden Valley is a corporation duly organized and existing under the laws of the State of Idaho, with authorized capital stock of 50,000 shares of Common Stock, with the par value of each share of \$1.00; and

COPY

WHEREAS, the Board of Directors of Keller-Lorenz and Golden Valley have adopted resolutions declaring advisable the proposed merger of Keller-Lorenz with and into Golden Valley upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, Keller-Lorenz and Golden Valley agree to effect the merger provided for in this Agreement and Plan of Merger on the terms and conditions set forth herein.

SECTION I. GENERAL

1.1. The Merger. On the Effective Date, Keller-Lorenz shall be merged into Golden Valley, which shall be the Surviving Corporation, and whose name shall continue to be Golden Valley Foods, Inc.

1.2. Capitalization. The number of authorized shares of the capital stock of the Surviving Corporation shall be 50,000 shares of Common Stock, par value of \$1.00 per share.

1.3. Certificate of Incorporation and By-Laws. On the Effective Date, the Certificate of Incorporation of Golden Valley, as in effect immediately prior to the Effective Date, shall automatically be amended to the extent provided in Section 1.2 and until further amended shall be and remain the Certificate of Incorporation of the Surviving Corporation. At the Effective Date, the By-Laws of Golden Valley shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed.

1.4. Directors and Officers. On the Effective Date, the directors of the Surviving Corporation shall be the persons elected by the stockholders of the Surviving Corporation on such date, and they shall hold office until their successors have been elected and have qualified in accordance with law and the By-Laws of the Surviving Corporation. The officers of Golden Valley on the Effective Date shall be the officers of the Surviving Corporation, and they shall hold office until the first meeting of the Board of Directors of the Surviving Corporation.

1.5. Property and Liabilities of Keller-Lorenz and Golden Valley. On the Effective Date, the separate existence of Keller-Lorenz shall cease and Keller-Lorenz shall be merged into the Surviving Corporation. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of Keller-Lorenz and Golden Valley; and all rights, privileges, powers and franchises of each of the Keller-Lorenz and Golden Valley, and all property, real, personal and mixed, and debts due to either of Keller-Lorenz or Golden Valley on whatever account as well for stock subscriptions as all other things in action or belonging to each of Keller-Lorenz or Golden Valley shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be

thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Keller-Lorenz and Golden Valley, and the title to any real estate vested by deed or otherwise in either of Keller-Lorenz or Golden Valley shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon the property of Keller-Lorenz or Golden Valley shall be preserved unimpaired, and all debts, liabilities and duties of Keller-Lorenz or Golden Valley shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties have been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Keller-Lorenz or Golden Valley may be prosecuted to judgment or decree as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

1.6. Further Assurances. Keller-Lorenz agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instrument, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

1.7. Effective Date. This Merger Agreement shall become effective at the close of business on the 30th day of June, 1983.

SECTION 2. CAPITAL STOCK OF THE SURVIVING CORPORATION

2.1. Stock Of Keller-Lorenz. Each share of capital stock of Keller-Lorenz issued and outstanding immediately prior to the Effective Date shall thereupon, by virtue of the merger and without any action on the part of the holder thereof, be exchanged for and converted into and become one share of Common Stock of the Surviving Corporation. Each share of such Common Stock issued pursuant to this section shall be fully paid and nonassessable. All treasury stock of Keller-Lorenz shall be cancelled.

2.2. Exchange of Stock Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Keller-Lorenz Stock shall surrender the same to an agent or agents designated by the Surviving Corporation, and shall thereupon be entitled to receive in exchange therefor certificates representing the number of shares of Golden Valley Common Stock into which the shares of Keller-Lorenz Stock represented by the certificate or certificates so surrendered shall have been exchanged and

converted pursuant to Section 2.1. Dividends payable after the Effective Date to holders of record in respect of shares of Keller-Lorenz Common Stock into which certificates for shares of Golden Valley Stock shall be exchangeable, shall not be paid to holders of such certificates until their certificates are surrendered for exchange as aforesaid.

SECTION 3. MISCELLANEOUS

3.1. Counterparts. This Merger Agreement may be executed in any number of counterparts or may be, where the same are not required, certified or otherwise delivered without the testimonium clause and signature; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Merger Agreement."

THIRD: The number of outstanding shares of each class of the foreign parent corporation and the number of such shares of each class owned by the surviving corporation are as follows:

<u>Name of Parent</u>	<u>Number of Shares Outstanding</u>	<u>Designation Of Class</u>	<u>Number of Shares Owned by Surviving Corporation</u>
Keller-Lorenz	None	n/a	None

GOLDEN VALLEY FOODS, INC.

By: Roger J. Reichel
Its President

and Robert L. Bannister
Its Secretary

STATE OF IDAHO)
:ss
County of Conyer)

I, Jan Bocourt, a Notary Public, do hereby certify that on this 31 day of May, 1983, personally appeared before me Roger Fairchild, who, being by me first duly sworn, declared that he is the President of Golden Valley Foods, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

(SEAL)

Jan Bocourt
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: June

STATE OF IDAHO)
:ss
County of Conyer)

I, Jan Bocourt, a Notary Public, do hereby certify that on this 31 day of May, 1983, personally appeared before me Dolores Barnes, who, being by me first duly sworn, declared that she is the Secretary of Golden Valley Foods, Inc., that she signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true.

(SEAL)

Jan Bocourt
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: June

STATE OF IDAHO)
:ss
County of Payette)

Roger Fairchild, being first duly sworn, deposes and says:

That he is the duly authorized and acting President of Golden Valley Foods, Inc., the surviving corporation;

That true and correct copies of the within and foregoing Articles Of Merger Of A Foreign Parent Corporation Into A Domestic Subsidiary Corporation (wherein is contained the plan of merger) were mailed, postage prepaid, on the 31st day of May, 1983, to the following stockholders of Keller-Lorenz Company, Inc., at the address shown by his or her name, to-wit:

Roger Fairchild

Post Office Box 528
Payette, Idaho 83661

Mary Rich Dyer

835 11th Avenue
Payette, Idaho 83661

That he has read the within and foregoing Articles Of Merger Of A Foreign Parent Corporation Into A Domestic Subsidiary Corporation, knows the contents thereof, and believes the facts therein stated to be true and correct to the best of his information and belief.

Roger Fairchild

SUBSCRIBED AND SWORN to before me this 31st day of May, 1983.

Jan Borenut
Notary Public for Idaho