

Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, J. D. (CY) PRICE, 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

HANSEN 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 **thirty first** day of **July, 1950**,

original articles of amendment, as provided by Section 30-152, Idaho Code, Merging **HANSEN-ALLEN, INC.,** into **HANSEN FARMS, INC.,**

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **61** 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 **thirty-first** day of **July**, in the year of our Lord one thousand nine hundred **fifty**, and of the Independence of the United States of America the One Hundred **Seventy-fifth**.

Secretary of State.

JOINT AGREEMENT OF MERGER

THIS AGREEMENT made and entered into this 28th day of July, 1950, by and between Hansen Farms, Inc., a corporation organized and existing under the laws of the State of Idaho, with an authorized capital stock of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars divided into Two Thousand Five Hundred (2,500) shares of common stock only of the par value of One Hundred and No/100 (\$100.00) Dollars each, acting by and through its Board of Directors, the party of the first part, and Hansen-Allen, Inc., a corporation organized and existing under the laws of the State of Idaho, with an authorized capital stock of One Hundred Thousand and No/100 (\$100,000.00) Dollars divided into Two Thousand (2,000) shares of common stock only of the par value of Fifty and No/100 (\$50.00) Dollars each, acting by and through its Board of Directors, the party of the second part, such party of the first part being sometimes hereinafter referred to as the "SURVIVING CORPORATION", and such party of the second part being sometimes hereinafter referred to as the "MERGING CORPORATION", and both parties hereto being sometimes collectively hereinafter referred to as the "CONSTITUENT CORPORATIONS", each party hereto acting for itself and not one for the other, and each Board of Directors acting pursuant to a resolution duly passed by a majority vote of its own Board in accordance with and pursuant to the authority granted by the provisions of Idaho Code-1947, in such cases made and provided;

WITNESSETH:

WHEREAS, said CONSTITUENT CORPORATIONS are duly authorized and empowered to merge, and by due act of the respective Boards of Directors of the respective CONSTITUENT CORPORATIONS, it has been deemed advisable and expedient to merge said CONSTITUENT CORPORATIONS into the SURVIVING CORPORATION, and that such merger be effected:

NOW, THEREFORE, in consideration of the premises and of the mutual promises, agreements, covenants and grants hereinafter contained, it is hereby mutually agreed by and between said CONSTITUENT CORPORATIONS, as follows:

1. The CONSTITUENT CORPORATIONS are hereby merged into the SURVIVING CORPORATION under the Articles of Incorporation and charter of the SURVIVING CORPORATION, and henceforth both the CONSTITUENT CORPORATIONS shall be one corporation under the name of HANSEN FARMS, INC., which is the true and correct registered name of the SURVIVING CORPORATION.

2. The separate existence of the MERGING CORPORATION shall instantly cease upon the effective date of this merger.

3. The By-Laws of the SURVIVING CORPORATION are hereby adopted as the code for the governing of the management, operation and business of the SURVIVING CORPORATION and, as authorized and provided thereby, the present Board of three Directors of the SURVIVING CORPORATION, consisting of Lily W. Hansen, Orval Hansen and Norman C. Hansen, shall continue to constitute the Board of Directors of the SURVIVING CORPORATION to hold their offices as such until the next regular annual meeting of its share-holders, and until their successors are chosen and have qualified, and the present officers of the SURVIVING CORPORATION, consisting of Lily W. Hansen, as President, Orval Hansen, as Vice-President, and Norman C. Hansen, as Secretary and Treasurer, shall continue to hold their said offices

as such until the next regular annual meeting of the Board of Directors of the SURVIVING CORPORATION, and until their successors are chosen and have qualified.

4. That the location and Post Office Address of the registered office and principal place of business of the SURVIVING CORPORATION shall continue to be Idaho Falls, in Bonneville County, Idaho.

5. That the duration of the SURVIVING CORPORATION shall continue to be perpetual, as permitted by law under its Charter.

6. That the SURVIVING CORPORATION shall be, and is vested with, and shall hold, possess and enjoy all the powers, privileges, rights franchises, properties, real, personal or mixed, claims, demands, and estates, which may be owned, possessed, or enjoyed by each of said CONSTITUENT CORPORATIONS at the effective date of this merger, and each of said CONSTITUENT CORPORATIONS hereby agrees to make, execute and deliver any and all further covenants, assignments, and assurances and things necessary according to law, to vest the title thereof in said SURVIVING CORPORATION.

7. The amount of the authorized capital stock of the SURVIVING CORPORATION shall continue to be Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars, all common stock, divided into Two Thousand Five Hundred (2,500) shares of the par value of One Hundred and No/100 (\$100.00) Dollars each, and said stock shall continue to have all the rights and privileges originally granted unto it by the Articles of Incorporation and By-Laws of the SURVIVING CORPORATION.

8. It is understood and agreed that at the date of this merger the SURVIVING CORPORATION has 784 shares of its capital stock outstanding, issued and fully paid up, and that the MERGING CORPORATION on said date has 1133 shares of its corporate stock outstanding, issued and fully paid up.

9. It is further understood and agreed that the reasonable fair market value of a share of corporate stock in the SURVIVING CORPORATION at the date of, and for the purpose of, this merger, is the sum of One Hundred Twenty and No/100 (\$120.00) Dollars, and that the reasonable fair market value of a share of corporate stock in the MERGING CORPORATION at the date of, and for the purpose of, this merger, is the sum of One Hundred Twenty and No/100 (\$120.00) Dollars.

10. It is understood and agreed that the shareholders of record of the SURVIVING CORPORATION shall not be entitled on account of this merger to any additional shares of the capital stock of the SURVIVING CORPORATION, but said shareholders shall be entitled to retain their respective stockholdings in the SURVIVING CORPORATION, and it is further understood and agreed that 1133 shares of the unissued authorized capital stock of the SURVIVING CORPORATION shall be issued, as fully paid up and non-assessable, to the shareholders of record in the MERGING CORPORATION, for and on account of this merger, all computed in the following manner, to-wit:

<u>Name</u>	<u>No. of shares issued in CONSTITUENT CORPORATION</u>	<u>Allotment of new shares in SURVIVING CORPORATION</u>	<u>Ratio of Exchange</u>
Hansen Farms, Inc.	784	None	None
Hansen-Allen, Inc.	1133	1133	One (1) share of Hansen Farms, Inc capital stock for One (1) share of Hansen-Allen, Inc., capital stock.

11. The shareholders of record of said MERGING CORPORATION shall each respectively be entitled to receive in exchange for and upon surrender of their respective certificates of stock in the MERGING CORPORATION, a certificate or certificates of stock in the SURVIVING CORPORATION, as above provided, and in the proportional amounts based upon the ratio of exchange hereinabove set forth. The shares of stock of the MERGING CORPORATION shall, at the effective date of this merger, be and become cancelled and extinguished, without further act, subject, however, to the rights of dissenting shareholders as provided by law. The certificates for the allotted shares shall be delivered to the respective shareholders of the MERGING CORPORATION only on surrender of their respective stock certificates in the MERGING CORPORATION, duly endorsed for cancellation. All of the remainder of the authorized capital stock of the SURVIVING CORPORATION which is not thus allotted to the shareholders of the MERGING CORPORATION, shall continue to be held by the SURVIVING CORPORATION as Unissued Stock, and may hereafter only be issued by the SURVIVING CORPORATION according to law.

12. It is further mutually agreed that the MERGING CORPORATION, on the effective date of this merger, in payment for the proportion due its shareholders of the shares of stock of the SURVIVING CORPORATION, to be issued to the shareholders of the MERGING CORPORATION, and in payment for assumption by the SURVIVING CORPORATION of all liabilities of such MERGING CORPORATION, shall contribute to the SURVIVING CORPORATION all its monies, cash on hand, or on deposit, however the same may be evidenced, and all its property, real, personal and mixed, of any and every kind, nature or description, and wherever the same may be situate, and all debts and accounts receivable due to it on whatever account, including choses in action, and all thereof shall be taken and deemed to be transferred to, and vested in, the SURVIVING CORPORATION, without further act or deed, and thereupon the SURVIVING CORPORATION shall be responsible for all the liabilities and obligations of the MERGING CORPORATION in the same manner as if it had itself incurred such liabilities or obligations. All assets of the MERGING CORPORATION shall be taken over and accepted by the SURVIVING CORPORATION at the adjusted cost basis at which the same stand on the books of the MERGING CORPORATION on the effective date of this merger.

13. It is further understood and agreed that the liabilities of the CONSTITUENT CORPORATIONS or of their respective shareholders, Directors or Officers, shall not be affected, nor shall the rights of the creditors thereof or of any persons dealing with such CONSTITUENT CORPORATIONS be impaired by this merger, and any claim existing or action or proceeding pending by or against either of the CONSTITUENT CORPORATIONS may be prosecuted to judgment as if such merger had not taken place, or the SURVIVING CORPORATION may be proceeded against or substituted in its place.

14. Nothing herein contained shall be construed to prevent the SURVIVING CORPORATION amending its Articles of Incorporation or By-Laws at any time hereafter in any manner permitted by its By-Laws or by law.

15. This Joint Agreement of Merger is expressly made subject to the rights of any and all dissenting shareholders of the CONSTITUENT CORPORATIONS, as provided by law.

16. It is further understood and agreed that this merger shall become effective when this Joint Agreement of Merger shall have been approved and adopted by a two-thirds affirmative vote of all of the shareholders of each of the CONSTITUENT CORPORATIONS

at a meeting of such shareholders, duly called separately in the manner provided by the laws of Idaho, and when the fact of such adoption shall be certified on this Agreement by the Secretary of each of the CONSTITUENT CORPORATIONS and when this Agreement so adopted and certified shall be signed by the President and Secretary of each of the CONSTITUENT CORPORATIONS and acknowledged by the President of each of the CONSTITUENT CORPORATIONS, in the name of and on behalf of the respective CONSTITUENT CORPORATIONS, and when this Agreement shall have been filed in the office of the Secretary of State of the State of Idaho.

IN WITNESS WHEREOF, the parties to this Agreement have caused their respective corporate names to be hereunto subscribed and their respective corporate seals to be affixed hereto by their respective Boards of Directors, each Board of Directors acting pursuant to its own resolution duly adopted as hereinbefore recited, as of the day and year first above written.

HANSEN-ALLEN, INC., a corporation,

HANSEN FARMS, INC., a corporation,

By Lily W. Hansen

By Lily W. Hansen

By Orval Hansen

By Orval Hansen

By Elbert M. Clair

By Norman C. Hansen

Constituting and being all of its Board of Directors.

Constituting and being all of its Board of Directors.

PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART.

STATE OF IDAHO)
:ss.
County of Bonneville)

On this 28th day of July, 1950, before me, the undersigned, a Notary Public in and for State of Idaho, personally appeared Lily W. Hansen, Orval Hansen and Norman C. Hansen, known to me to be the persons whose names are subscribed to the within instrument, as all of the members of the Board of Directors of Hansen Farms, Inc., a corporation, and acknowledged to me that they executed the same as such Directors of said corporation, and that such corporation executed the same.

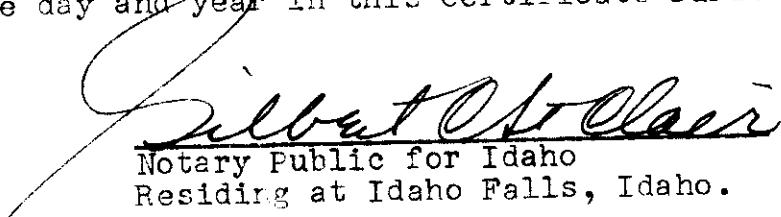
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Silvert O. Clair
Notary Public for Idaho
Residing at Idaho Falls, Idaho.

STATE OF IDAHO)
:ss.
County of Bonneville)

On this 28^a day of July, 1950, before me, the undersigned, a Notary Public in and for State of Idaho, personally appeared Lily W. Hansen, Orval Hansen and Robert W. St.Clair, known to me to be the persons whose names are subscribed to the within instrument as all of the members of the Board of Directors of Hansen-Allen, Inc., a corporation, and acknowledged to me that they executed the same as such Directors of said corporation, and 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.


Robert W. St.Clair

Notary Public for Idaho
Residing at Idaho Falls, Idaho.

STATE OF IDAHO)
:ss.
County of Bonneville)

I HEREBY CERTIFY, That I am the Secretary of Hansen-Allen, Inc., an Idaho corporation; that the above and foregoing Joint Agreement of Merger was approved and adopted by a unanimous affirmative vote of the holders of all of the outstanding issued capital stock of said corporation, at a meeting of the shareholders of said corporation duly called separately and held at the home of the President of the corporation, at R. F. D. #5, Idaho Falls, Idaho, on July 28th, 1950, at which meeting all of the shareholders of said corporation were present in person and each of them signed a written consent thereto on the record of such meeting, and that I was present and acted as Secretary of such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation, this 28th day of July, 1950.


Robert W. St.Clair

Secretary of Hansen-Allen, Inc., an Idaho corporation.

STATE OF IDAHO)
:ss.
County of Bonneville)

On this 28^a day of July, 1950, before me, the undersigned,

a Notary Public in and for State of Idaho, personally appeared ROBERT W. ST. CLAIR, known to me to be the person whose name is subscribed to the within and foregoing instrument as Secretary of Hansen-Allen, Inc.. a corporation, and acknowledged to me that he executed the same as such Secretary of said Hansen-Allen, Inc., a corporation.

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


Robert W. St. Clair
Notary Public for Idaho
Residing at Idaho Falls, Idaho.

STATE OF IDAHO)
:ss.
County of Bonneville)

I HEREBY CERTIFY, That I am the Secretary of Hansen Farms, Inc., an Idaho corporation; that the above and foregoing Joint Agreement of Merger was approved and adopted by a unanimous affirmative vote of the holders of all of the outstanding issued capital stock of said corporation, at a meeting of the shareholders of said corporation duly called separately and held at the home of the President of the corporation, at R. F. D. #5, Idaho Falls, Idaho, on July 23th, 1950, at which meeting all of the shareholders of said corporation were present in person and each of them signed a written consent thereto on the record of such meeting, and that I was present and acted as Secretary of such meeting.

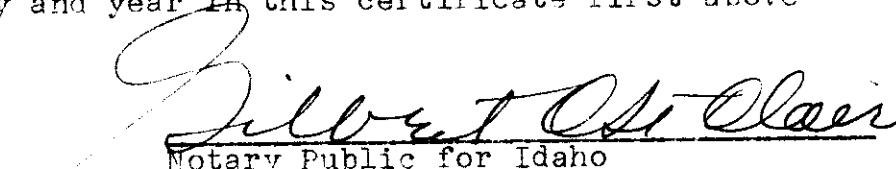
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation, this 28th day of July, 1950.


Norman C. Hansen
Secretary of Hansen Farms, Inc., an
Idaho corporation.

STATE OF IDAHO)
:ss.
County of Bonneville)

On this 28th day of July, 1950, before me, the undersigned, a Notary Public in and for State of Idaho, personally appeared NORMAN C. HANSEN, known to me to be the person whose name is subscribed to the within and foregoing instrument as Secretary of Hansen Farms, Inc., a corporation, and acknowledged to me that he executed the same as such Secretary of said Hansen Farms, Inc., a corporation.

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


Robert W. St. Clair
Notary Public for Idaho
Residing at Idaho Falls, Idaho

IN WITNESS WHEREOF, Hansen Farms, Inc., an Idaho corporation, the party of the first part to the above and foregoing Joint Agreement of Merger, by its President and Secretary, respectively, and Hansen-Allen, Inc., an Idaho corporation, the party of the second part to said Joint Agreement of Merger, by its President and Secretary, respectively, subsequent to the approval and adoption of said Joint Agreement of Merger by the shareholders of said corporations, and the certifications thereof on said Agreement by the respective Secretaries of said corporations, in accordance with, as authorized by, and pursuant to Section 30-152 of Idaho Code-1947, hereby sign the said Joint Agreement of Merger and affix the respective seals of said corporations hereto, this 28th day of July, 1950.

HANSEN FARMS, INC., an Idaho corporation

By Lily W. Hansen
Its President

By Norman L. Hansen
Its Secretary

PARTY OF THE FIRST PART

HANSEN-ALLEN, INC., an Idaho corporation

By Lily W. Hansen
Its President

By Robert W. St. Clair
Its Secretary

PARTY OF THE SECOND PART

STATE OF IDAHO)
:ss.
County of Bonneville)

On this 28th day of July, 1950, before me, the undersigned, a Notary Public in and for State of Idaho, personally appeared Lily W. Hansen, known to me to be the person whose name is subscribed to the within instrument as President of Hansen Farms, Inc., a corporation, and acknowledged to me that she executed the same as such President of said corporation, and 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.

Gilbert O. O'Clair
Notary Public for Idaho
Residing at Idaho Falls, Idaho

STATE OF IDAHO)
County of Bonneville)
ss.

On this 28th day of July, 1950, before me, the undersigned, a Notary Public in and for State of Idaho, personally appeared Lily W. Hansen, known to me to be the person whose name is subscribed to the within instrument as President of Hansen-Allen, Inc., a corporation, and acknowledged to me that she executed the same as such President of said corporation, and 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 Idaho Falls, Idaho.