

State of Idaho

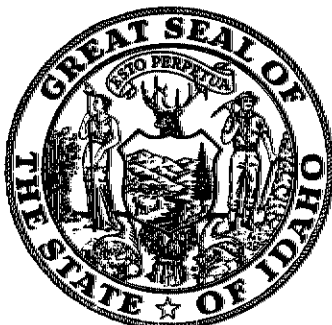
Department of State

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 CLAR-DEL FARMS, INC., an Idaho corporation, into HOLM FARMS, INC., an Idaho corporation, duly executed 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: July 26, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *Shirley J. Clark*

JUL 24 8 48 AM '96
SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF MERGER
OF
CLAR-DEL FARMS, INC.
WITH AND INTO
HOLM FARMS, INC.

JUL 26 11 31 AM '96
SECRETARY OF STATE
STATE OF IDAHO

IDAHO SECRETARY OF STATE
JUL 24/1996 0900 13200
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MERGER
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The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Sections 30-3-1001, 30-3-101 and 30-3-102 of the Idaho Business Corporation Act for the purpose of merging CLAR-DEL FARMS, INC., an Idaho corporation, with and into HOLM FARMS, INC., an Idaho corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Clar-Del Farms, Inc.	Idaho
Holm Farms, Inc.	Idaho

2. The name which the Surviving Corporation is to have after the merger will be "HOLM FARMS, INC."

3. This merger is permitted under the laws of the State of Idaho. Clar-Del Farms, Inc. and Holm Farms, Inc. have complied with the applicable provisions of the laws of the State of Idaho.

4. The AGREEMENT OF PLAN OF MERGER OF CLAR-DEL FARMS, INC. AND HOLM FARMS, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit "1" attached hereto and incorporated herein by reference.

5. The Board of Directors of Holm Farms, Inc., the Surviving Constituent in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by meeting held on June 20, 1996, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of Clar-Del Farms, Inc. approved and adopted the AGREEMENT AND PLAN OF MERGER by meeting held on June 20, 1996, and directed that such document be submitted to a vote of its shareholders. The shareholders of Clar-Del Farms, Inc. and Holm Farms, Inc., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by meetings held on June 20, 1996, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
Clar-Del Farms, Inc.	250 shares of no par value common stock ("CDF Common")	250
Holm Farm, Inc.	3172 shares of \$10 par value common stock ("HFI Common")	3172

There are no shares of Clar-Del Farms, Inc. or Holm Farms, Inc. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
Clar-Del Farms, Inc.	250 CDF common	None
Holm Farms, Inc.	3172 HFI common	None

8. The Charter of Holm Farms, Inc. will not be amended in conjunction with the merger.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective at 12:00 a.m., on July 1, 1996, pursuant to Section 30-1-76 of the Idaho Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, there ARTICLES OF MERGER have been signed by the President and Secretary of Holm Farms, Inc. and by the President and Secretary of Clar-Del Farms, Inc., each thereunto duly authorized, as of the 20th day of June, 1996.

HOLM FARMS, INC.

By: Claren P. Holm
Claren Paul Holm, President

ATTEST:

Del Ray Holm
Del Ray Holm, Secretary

CLAR-DEL FARMS, INC.

By: Claren P. Holm
Claren Paul Holm, President

ATTEST:

Del Ray Holm
Del Ray Holm, Secretary

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SECRETARY OF STATE
STATE OF IDAHO

**AGREEMENT AND PLAN OF MERGER
OF
CLAR-DEL FARMS, INC.
WITH AND INTO
HOLM FARMS, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into by and between CLAR-DEL FARMS, INC. ("CDF"), a corporation organized and existing under the laws of the State of Idaho (CDF being hereinafter sometimes referred to as the "Merging Corporation") and HOLM FARMS, INC. ("HFI"), a corporation organized and existing under the laws of the State of Idaho (HFI being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that CDF be merged with and into HFI, with HFI being the Surviving Corporation, under and pursuant to the laws of the State of Idaho and on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
MERGER**

1.1 CDF shall be merged with and into HFI in accordance with the laws of the State of Idaho. The separate corporate existence of CDF shall thereby cease, and HFI shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Holm Farms, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, Bylaws and the agreement of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all chosen in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or added; and all such property, rights, privileges immunities and franchises, of a public as well as of a private nature, and all and

every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Idaho Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

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The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 12:00 a.m., on July 1, 1996, pursuant to Section 30-1-74 of the Idaho Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the properties, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III
CHARACTER AND BYLAWS
DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of HFI, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of HFI, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of HFI immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Idaho and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV
CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding three thousand one hundred seventy-two (3,172) shares of \$10 par value common stock ("HFI Common") which shares of stock are the only outstanding shares of the Surviving Corporation. One thousand five hundred eighty-six (1,586) shares are in the name of DelRay Holm and one thousand five hundred eighty-six (1,586) shares are in the name of Claren Paul Holm.

4.2 The Merging Corporation presently has issued and outstanding two hundred fifty (250) shares of no par value common stock ("CDF Common"). One hundred twenty five (125) are in the name of DelRay Holm and one hundred twenty five (125) are in the name of Claren Paul Holm.

4.3 At the Effective Time, each issued and outstanding share of CDF Common shall be converted into 2½ shares of HFI common stock. After the Effective time, each holder of an outstanding certificate theretofore representing shares of CDF common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing 2½ shares of HFI common for every one (1) share of CDF common or previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time

represented CDF common respectively, shall be deemed and treated for all corporate purposes to represent the ownership of 2½ shares of HFI common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of CDF common stock.

ARTICLE V MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Idaho of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of CDF and HFI dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 30-1-74 and 30-1-75 of the Idaho Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

DATED: _____

HOLM FARMS, INC.

By: Claren P. Holm
Claren Paul Holm, President

ATTEST:

Del Ray Holm
Del Ray Holm, Secretary

CLAR-DEL FARMS, INC.

By: Claren P. Holm
Claren Paul Holm, President

ATTEST:

Del Ray Holm
Del Ray Holm, Secretary

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