

**Department of State.**

**AMENDED CERTIFICATE OF AUTHORITY  
OF**

~~GARDEN SUB, INC.~~

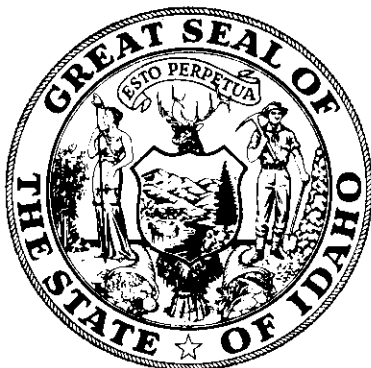
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **GARDEN SUB, INC.**

\_\_\_\_\_ for an Amended Certificate of Authority to transact business in this State, 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 Amended Certificate of Authority to **PEAVEY COMPANY**

\_\_\_\_\_ to transact business in this State under the name \_\_\_\_\_  
**PEAVEY COMPANY** \_\_\_\_\_ and attach hereto a duplicate  
 original of the Application for such Amended Certificate.

Dated August 9, 1982



*Robt. J. Casareno*  
SECRETARY OF STATE

Corporation Clerk

**APPLICATION FOR AMENDED CERTIFICATE  
OF AUTHORITY**

To the Secretary of State of the State of Idaho:

Pursuant to Section 30-1-118, **Idaho Code**, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of Idaho and for that purpose submits the following statement. AUG 3 8 52 AM '82  
SECRETARY OF STATE

1. A Certificate of Authority was issued to the corporation by your office on July 22,  
19 82, authorizing it to transact business in the State of Idaho under the name of \_\_\_\_\_

GARDEN SUB, INC.

2. Its corporate name has been changed to PEAVEY COMPANY

*(Note: If the corporation name has not been changed, insert "No change.")*

3. The name which it shall use hereafter in the State of Idaho is PEAVEY COMPANY

*Note: If the corporate name has been changed and the new name of the corporation does not contain the word "corporation," "company," "incorporated," or "limited," or any abbreviation of one of such words, insert the name of the corporation with the word or abbreviation which it elects to add thereto for use in Idaho. If a professional service corporation, add the appropriate word in place of those listed above.)*

4. It desires to pursue in the transaction of business in the State of Idaho purposes other than or in addition to those set forth in its prior application for certificate of authority, as follows:

No change

*(Note: If no additional purposes are proposed, insert "No change.")*

Dated August 3, 19 82

PEAVEY COMPANY (Formerly Garden Sub, Inc.)

By \_\_\_\_\_

George K. Gosko

Its \_\_\_\_\_ President

And \_\_\_\_\_

Donald R. Herbert

Its \_\_\_\_\_ Secretary

STATE OF MINNESOTA )

COUNTY OF HENNEPIN ) ss:

I, Floraine Horgan, a notary public, do hereby certify that on this

third day of August, 19 82, personally appeared

*(continued on reverse)*

before me George K. Gosko, who being by me first duly sworn,  
declared that he is the President of Peavey Company

that he signed the foregoing document as President of the corporation and  
that the statements therein contained are true.

Floraire Horgan  
Notary Public



AGREEMENT AND PLAN OF MERGER

AUG 9 8 52 AM '82

AGREEMENT AND PLAN OF MERGER, dated as of April 18, 1982, among ConAgra, Inc., a Delaware corporation ("Garden"), Peavey Company, a Minnesota corporation ("Peavey"), and a majority of its Board of Directors, and Garden Sub, Inc., a Minnesota corporation and a wholly-owned subsidiary of Garden ("Sub"), and a majority of its Board of Directors. Peavey and Sub are hereinafter referred to as the "Constituent Corporations".

The authorized capital stock of Peavey consists of 10,000,000 shares of Common Stock, par value \$2.50 per share ("Peavey Common Stock"), 24,000 shares of 6% Cumulative Preferred Stock ("Peavey First Preferred Stock") and 32,000 shares of 6% Cumulative Second Preferred Stock ("Peavey Second Preferred Stock"). As of March 5, 1982, 5,899,290 shares of Peavey Common Stock and not more than 15,588 shares of Peavey First Preferred Stock and 18,069 shares of Peavey Second Preferred Stock were issued and outstanding.

The authorized capital stock of Sub consists of 10,000 shares of Common Stock, par value \$.10 per share ("Sub Common Stock"), 1,000 of which shares are issued and outstanding and are owned by Garden.

The authorized capital stock of Garden consists of 20,000,000 shares of Common Stock, \$5 par value ("Garden Common Stock") 150,000 shares of Class B Preferred Stock, \$50 par value ("Garden Class B Preferred Stock") and 250,000 shares of Class C Preferred Stock \$100 par value ("Garden Class C Preferred Stock"). As of February 28, 1982, 13,166,109 shares of Garden Common Stock and not more than 24,660 shares of Garden Class B Preferred Stock and 70,000 shares of Garden Class C Preferred Stock were issued and outstanding.

Garden, Peavey and Sub have entered into an Agreement and Plan of Reorganization, dated as of April 18, 1982 (the "Reorganization") providing for the Merger of Peavey into Sub (the "Merger") in accordance with this Agreement and setting forth certain representations, warranties, conditions and agreements relating to the Merger.

It is the intent of this Agreement that the Merger shall be pursuant to the applicable laws of the State of Minnesota and shall qualify as a reorganization as defined in Section 368(a) of the Internal Revenue Code of 1954, as amended.

The respective Boards of Directors of Peavey, Sub and Garden deem the Merger desirable and in the best interests of their respective shareholders. The respective Boards of Directors of Peavey, Garden and Sub have duly approved and adopted this Agreement and the Reorganization Agreement and directed that this Agreement be submitted to their respective shareholders for consideration and adoption or rejection.

536774

In consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and the basis for converting or exchanging the shares of Peavey Common Stock into or for shares of Garden Common Stock and shares of a newly issued \$2.50 Cumulative Convertible Preferred Stock of Garden having the terms set forth in Exhibit A to the Reorganization Agreement ("Garden Preferred Stock") or cash and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

## ARTICLE I The Merger

1.1 The Merger; Surviving Corporation. In accordance with the provisions of this Agreement and the Minnesota Business Corporation Act, Peavey shall be merged with and into Sub, which shall be, and is herein sometimes referred to as, the Surviving Corporation.

1.2 Effective Time; Filing Date. Subject to the provisions and conditions of this Agreement, the required number of fully executed and acknowledged copies of this Agreement shall be filed with the Secretary of State of Minnesota on the day of the later of the Peavey Shareholders Meeting or the Garden Stockholders Meeting (both as defined below) or on such other date as shall be mutually agreeable to the parties (the "Filing Date"). The Merger shall become effective at the time of the issuance by the Secretary of State of Minnesota of a certificate of merger, certifying that Peavey has been merged into Sub (the "Effective Time").

1.3 Closing. The closing under this Agreement shall be held at the offices of Wachtell, Lipton, Rosen & Katz, 299 Park Avenue, New York, New York, or at such other place as shall be mutually agreeable to the parties, at 1:00 p.m. on the Filing Date.

1.4 Effect of the Merger. At the Effective Time, the separate existence of Peavey shall cease and the corporate existence and identity of Sub, as the Surviving Corporation, shall continue under the name "Peavey Company". All of the property, assets, rights, privileges, powers, franchises and immunities of each of the Constituent Corporations shall vest in Sub. All debts, liabilities and obligations of the Constituent Corporations shall become the debts, liabilities and obligations of Sub. Sub shall thenceforth be responsible for all the liabilities and obligations of each of the Constituent Corporations, but the liabilities of the Constituent Corporations or of their shareholders, directors or officers shall not be affected, nor shall the rights of the creditors or of any persons dealing with the Constituent Corporations, be impaired by the 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 the Merger had not taken place or Sub may be proceeded against or substituted in its place.

## ARTICLE II

### Shareholder Elections; Conversion of Shares

The manner and basis of converting or exchanging the shares of each of the Constituent Corporations, and the manner and basis of making distributions to shareholders of the Constituent Corporations in extinction of or in substitution for their shares, shall be as set forth in this Article II:

2.1 Definitions. As used in this Agreement, the following terms have the meanings indicated herein: (i) "The Election Deadline" shall be 10:00 A.M., local time, on the day of the Special Meeting of Shareholders of Peavey held to consider this Merger Agreement and to vote for its adoption or rejection (the "Peavey Shareholders Meeting"); if the Peavey Shareholders Meeting is postponed or such meeting is adjourned without adoption of this Agreement, the Election Deadline shall be postponed until 10:00 A.M., local time, on the day on which this Agreement is actually approved by the shareholders of Peavey; (ii) the "Base Period Stock Price" is the average of the daily high and low sales prices of the Garden Common Stock on the New York Stock Exchange-Composite Transactions Tape as reported by The Wall Street Journal, on the fifteen (15) trading days ending on the fifth trading day prior to the date originally set for the Peavey Shareholders Meeting; (iii) the "Exchange Agent" shall be Northwestern National Bank, Minneapolis, Minnesota, or such other person as shall be designated as the Exchange Agent by Garden and approved by Peavey (which approval shall not be unreasonably withheld).

2.2 Sub Common Stock. The Merger shall effect no change in any of the shares of Sub Common Stock and none of its shares will be converted as a result of the Merger.

2.3 Peavey Shareholder Elections. Each share of Peavey Common Stock issued and outstanding immediately prior to the Effective Time (except shares of Peavey Common Stock issued and held in the treasury of Peavey or beneficially owned by Garden or Sub or with respect to which dissenters' rights are sought pursuant to Section 301.44 of the Minnesota Business Corporation Act) shall, by virtue of the Merger, at the election of the shareholders, subject, however, to Section 2.5 and 2.6 below, at and after the Effective Time be converted into and exchanged for:

(a) .172 shares of fully paid and non-assessable Garden Preferred Stock plus the number of shares of fully paid and non-assessable Garden Common Stock (computed to four decimal places and rounded up or down to the nearest one-thousandth of a share) which is determined by dividing \$25.70 by the Base Period Stock Price; provided, that in no event shall each share of Peavey Common Stock be converted into shares of Garden

Common Stock which are fewer than 1.035 shares or more than 1.215 shares (subject to adjustment for any stock split, reverse stock split or stock dividend with respect to Garden Common Stock from the date hereof to the Effective Time) (the "Stock Election"); or

(b) \$30.00 in cash (the "Cash Election").

2.4 Form of Election. The form for making Stock Elections or Cash Elections (the "Form of Election") must be received by the Exchange Agent by the Election Deadline in order to be effective. Any Stock Election or Cash Election may be revoked but only by written notice received by the Exchange Agent prior to the Election Deadline. The Form of Election shall be determined by mutual agreement between Garden and Peavey and shall be mailed to holders of record of Peavey Common Stock on the record date for the Peavey Shareholders Meeting, together with the related proxy statement. Garden and Peavey shall each use its best efforts to make the Form of Election available to all persons who become holders of Peavey Common Stock during the period between the record date for the Peavey Shareholders Meeting and the Election Deadline. To be effective, the Form of Election must be completed and signed (with signature guaranteed, if the signer of the Form of Election is not the registered holder of the related shares of Peavey Common Stock) and, in the case of a Cash Election, must be accompanied by the certificates representing the shares of Peavey Common Stock as to which the Cash Election is being made (or an appropriate guaranty of delivery by a commercial bank or trust company having an office or correspondent in the United States or a member of a registered national securities exchange or the National Association of Securities Dealers, Inc.). Garden will have the discretion, which it may delegate in whole or in part to the Exchange Agent, to determine whether Forms of Election have been properly completed, signed and submitted or revoked and to disregard immaterial defects in Forms of Election. The decisions of Garden (or of the Exchange Agent) shall be conclusive and binding. Neither Garden nor the Exchange Agent will be under any obligation to notify any person or any defect in a Form of Election submitted by him. Subsequent to the Effective Time, Garden will mail a letter of transmittal ("Letter of Transmittal") to shareholders who have not submitted Forms of Election prior to the Election Deadline for use in submitting their shares.

2.5 Deemed Stock Election. As to any holder of Peavey Common Stock who shall fail effectively to make a Stock Election or a Cash Election by the Election Deadline, such holder shall, subject to Section 2.6 below, be deemed to have made a Stock Election.

2.6 Limitations on Elections. Notwithstanding the provisions of Sections 2.3 and 2.5:

(a) If the aggregate number of shares of Peavey Common Stock as to which Cash Elections shall have effectively been made as of the Election Deadline exceeds 30% of the issued and

outstanding shares of Peavey Common Stock as of the date of the Peavey Shareholders Meeting (the "Cash Election Limitation"), Cash Elections will be eliminated by lot, each lot being the shares covered by a submitted Form of Election, so as to reduce the number of shares of Peavey Common Stock subject to Cash Elections to a number approximately equal to that permitted by the Cash Election Limitation; Cash Elections will not be eliminated in part but will only be eliminated in whole; Cash Elections eliminated pursuant to this subsection shall be deemed to be Stock Elections; or

(b) If the aggregate number of shares of Peavey Common Stock as to which Stock Elections shall have effectively been made as of the Election Deadline and as to which Stock Elections shall have been deemed to have been made pursuant to Section 2.5 shall be greater than 70% of the issued and outstanding shares of Peavey Common Stock as of the date of the Peavey Shareholders Meeting (the "Stock Election Limitation"), Stock Elections will be eliminated by lot, each lot being the number of shares of Peavey Common Stock held by the person or entity making (or deemed to be making) the Stock Election (other than shares held by such person or entity and already subject to a Cash Election), so as to reduce the number of shares of Peavey Common Stock subject to Stock Elections to a number approximately equal to the Stock Election Limitation; all shares of Peavey Common Stock owned of record by the same holder (other than shares subject to a Cash Election) will be included in each lot so that no shareholder will unwillingly receive consideration for his shares pursuant to both a Cash Election and a Stock Election; Stock Elections eliminated pursuant to this subsection shall be deemed to be Cash Elections.

2.7 Treasury Shares; Shares owned by Garden or Sub. Each share of Peavey Common Stock issued and held in the treasury of Peavey or beneficially owned by Garden or Sub immediately prior to the Effective Time shall be cancelled and retired, and no securities of Garden shall be issuable, and no right to receive cash shall arise, with respect thereto.

2.8 Fractional Shares. No fractional shares of Garden Common Stock or Garden Preferred Stock shall be issued in the Merger, but, in lieu thereof, the Exchange Agent shall, on behalf of holders who would be entitled to fractional interests, on or before the tenth business day following the Effective Time, aggregate all such fractional interests and sell the related shares for the accounts of such holders, and such holders shall be entitled to receive the net proceeds of such sale.

## 2.9 Conversion of Shares.

(a) At the Effective Time, holders of certificates for shares of Peavey Common Stock shall cease to have any rights as shareholders of Peavey and their sole rights shall pertain to



the shares of Garden Common Stock and Garden Preferred Stock into which their shares of Peavey Common Stock shall have been converted by the Merger pursuant to a Stock Election under Section 2.3(a), 2.5 or 2.6(a), or, the right to receive cash pursuant to a Cash Election under Section 2.3(b) or 2.6(b) or, if so demanded, to receive cash payment in the amount of the fair cash value of their shares of Peavey Common Stock pursuant to Section 301.44 of the Minnesota Business Corporation Act.

(b) At and after the Effective Time, each holder of former shares of Peavey Common Stock shall, as to those former shares of Peavey Common Stock which are or are deemed the subject of a valid Stock Election in accordance with Section 2.3(a), 2.5 (which was not converted into a Cash Election pursuant to Section 2.6(b)), or Section 2.6(a), upon presentation and surrender of the certificate or certificates therefor together with a completed Form of Election or Letter of Transmittal to the Exchange Agent, be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Garden Common Stock and Garden Preferred Stock to which he is entitled as provided in Section 2.3(a) and any cash to which he may be entitled on account of fractional shares (without interest thereon) as provided in Section 2.8. Until so presented and surrendered in exchange for certificates representing Garden Common Stock and Garden Preferred Stock (and any cash in lieu of fractional shares), each certificate which represented issued and outstanding shares of Peavey Common Stock immediately prior to the Effective Time shall be deemed for all purposes to evidence ownership of the number of shares of Garden Common Stock and Garden Preferred Stock into which such shares of Peavey Common Stock shall have been converted pursuant to the Merger. Unless and until any such outstanding certificate for shares of Peavey Common Stock shall be so surrendered, no dividend or other distribution, if any, payable to holders of record to Garden Common Stock or Garden Preferred Stock as of any date on or subsequent to the Effective Time shall be paid to the holder of such outstanding certificate, but upon surrender of such outstanding certificate, there shall be paid to the record holder of the certificate for shares of Garden Common Stock or Garden Preferred Stock issued in exchange therefor the amount, without interest thereon, of dividends and other distributions, if any, which theretofore and subsequent to the Effective Time has been declared and become payable with respect to the number of whole shares of Garden Common Stock or Garden Preferred Stock represented thereby. If Garden Common Stock and Garden Preferred Stock (together with any cash in lieu of fractional shares) are to be sent to a person other than a person in whose name the certificates for shares of Peavey Common Stock surrendered for exchange are registered, it shall be a condition of the exchange that the person requesting such exchange shall pay to

the Exchange Agent any transfer or other taxes required by reason of the delivery of such stock (and any cash) to a person other than the registered owner of the certificates surrendered, or shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, neither the Exchange Agent nor any party hereto shall be liable to a holder of former shares of Peavey Common Stock for any amount paid to a public official pursuant to any applicable property, escheat or similar law.

(c) Promptly after the Effective Time, each holder of former shares of Peavey Common Stock shall, as to those former shares of Peavey Common Stock which are the subject of a valid Cash Election in accordance with Section 2.3(b) (which are not converted into a Stock Election pursuant to Section 2.6(a)) or are deemed the subject of a Cash Election in accordance with Section 2.6(b), upon presentation and surrender of the certificate or certificates therefor together with a completed Form of Election or Letter of Transmittal to the Exchange Agent, be entitled to receive in exchange therefor \$30.00 per share in cash (payable by check) without interest thereon. If the check is to be sent to a person other than a person in whose name the certificates for shares of Peavey Common Stock surrendered for exchange are registered, it shall be a condition of the exchange that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of the delivery of such check to a person other than the registered owner of the certificates surrendered, or shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, neither the Exchange Agent nor any party hereto shall be liable to a holder of former shares of Peavey Common Stock for any amount paid to a public official pursuant to any applicable property, escheat or similar law. All former shares of Peavey Common Stock deposited to be exchanged for cash as aforesaid shall be deemed for all purposes to have been exchange and paid for immediately after the Effective Time.

#### 2.10 Dissenters' Rights.

(a) Each holder of one or more shares of Common Stock of Peavey who shall file with the president or the secretary of Peavey, before the Peavey Shareholders Meeting, a written objection to the Merger and a demand for payment of the fair cash value for his shares and who shall not vote in favor of the Merger or consent thereto in writing, shall cease to have any of the rights of a shareholder of Peavey in respect of such shares except the right to be paid the fair cash value of such shares and any other rights bestowed under Section 301.44 and 301.40 of the Minnesota Business Corporation Act.

(b) Any such shareholder who shall validly withdraw his written demand for payment of the fair cash value of such shares pursuant to said Section 301.44 and 301.40, will be treated as if he made a Stock Election, subject to such Stock Election being converted into a Cash Election pursuant to Section 2.6(b).

(c) Peavey shall give Garden prompt notice upon receipt of any written objection to the Merger and demand for payment of the fair cash value of shares. Peavey agrees that prior to the Effective Time it will not, except with the prior written consent of Garden, voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment of the fair cash value of shares and, then, only to the extent so agreed to by Garden in such writing.

2.11 Closing of Peavey Transfer Books. At the Effective Time, the stock transfer books of Peavey will be closed and no transfer of shares of capital stock of Peavey shall thereafter be made.

### ARTICLE III

#### Articles; Bylaws; Officers and Directors

3.1 Articles. At the Effective Time, the Articles of Incorporation of Sub, shall be the Articles of Incorporation of the Surviving Corporation, except that at the Effective Time, Article I of the Articles of Incorporation of Sub shall be amended to read as follows: "The name of the corporation is Peavey Company." The Articles of Incorporation of Sub, as so amended, separated and apart from this Agreement, may be separately certified as the Articles of Incorporation of Sub as the Surviving Corporation.

3.2 By-laws. The By-laws of Sub, as in effect on the date hereof, shall be the By-laws of the Surviving Corporation from and after the Effective Time until altered, amended or repealed.

3.3 Officers and Directors. The persons who are officers and directors of Peavey immediately prior to the Effective Time shall, from and after the Effective Time, be and remain officers and directors, as the case may be, of the Surviving Corporation until their successors have been duly elected and qualified.

### ARTICLE IV

4.1 Conditions. Certain conditions precedent to the consummation of the Merger are set forth in the Reorganization Agreement.

4.2 Termination. This Agreement and the transactions contemplated hereby shall be terminated if the Reorganization Agreement is terminated in accordance with the terms of Section 11.1 thereof.

ARTICLE V  
Miscellaneous

5.1 Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be an original instrument and all such counterparts shall together constitute the same agreement.

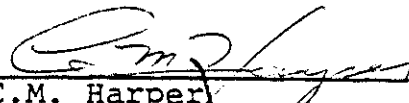

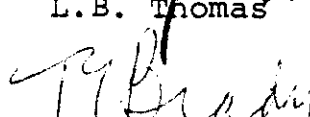
5.2 Amendment. Garden and Peavey may, by written agreement between them authorized by their respective boards of directors, amend this Agreement at any time prior to the Effective Time, provided that, after the Peavey Shareholders Meeting, no amendment shall be made which changes the terms of this Agreement in a way which is adverse to the shareholders of Peavey (including, without limitation, any adverse change in the terms of the consideration to be received by the shareholders of Peavey, unless such amendment is approved by such shareholders).

5.3 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota (without reference to the choice of law principles thereof).


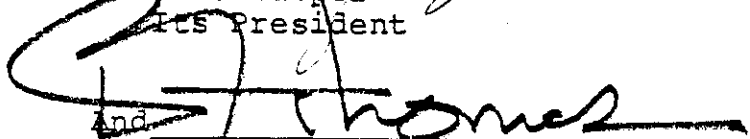
5.4 Entire Agreement. This Agreement and the Reorganization Agreement contain all of the representations, warranties, understandings and agreements of the parties hereto relating to the transactions contemplated herein except as expressly set forth in this Agreement and the Reorganization Agreement.

IN WITNESS WHEREOF, Garden and the Constituent Corporations and a majority of the directors of each thereof have signed this Agreement under the corporate seal of each of the parties hereto.

A majority of the directors of Garden Sub, Inc.:


  
C.M. Harper  
  
L.B. Thomas  
  
T.E. Brady

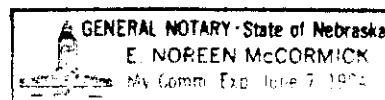
Garden Sub, Inc.

By   
C.M. Harper  
Its President  
And   
L.B. Thomas  
Its Secretary

State of Nebraska     )  
                              ) ss  
County of Douglas    )

On this 18th day of May, 1982, before me appeared C.M. Harper and L.B. Thomas, to me personally known who, being by me sworn to say that they are the President and Secretary of Garden Sub, Inc., respectively, and that the instrument was executed on behalf of the corporation by authority of its Board of Directors and that C.M. Harper and L.B. Thomas acknowledged the instrument to be a free act and deed of the corporation.

  
Notary Public



A majority of the directors of  
PEAVEY COMPANY

Frederick B. Wells  
Robert A. Kline  
Babara Ann Jain  
Mike Steffeldinger  
W. G. Stocks  
George K. Spivey  
Allan H. Jacobson

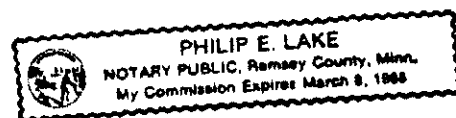
PEAVEY COMPANY

By W. G. Stocks  
 Its Chief Executive Officer  
 By Donald R. Herbert  
 Its Secretary

COUNTY OF HENNEPIN      )  
 STATE OF MINNESOTA    ) ss.

On this 17th day of May, 1982, before me appeared W. G. Stocks and Donald R. Herbert, to me personally known, who, being by me sworn, did say that they are the Chief Executive Officer and Secretary of Peavey Company, respectively; and that the instrument was executed in behalf of the corporation by authority of its Board of Directors; and that W. G. Stocks and Donald R. Herbert acknowledged the instrument to be the free act and deed of the corporation.

Philip E. Lake  
 Notary Public



IN WITNESS WHEREOF, Garden and the Constituent Corporations and a majority of the directors of each thereof have signed this Agreement under the corporate seal of each of the parties hereto.

ConAgra, Inc.

By

C.M. Harper  
Its President

And

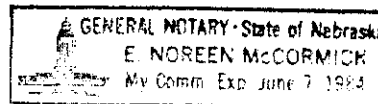
L.B. Thomas  
Its Secretary

State of Nebraska     )  
                                  ) ss  
County of Douglas     )

On this 18th day of May, 1982, before me appeared C.M. Harper and L.B. Thomas, to me personally known who, being by me sworn to say that they are the Chief Executive Officer and Secretary of ConAgra, Inc., respectively, and that the instrument was executed on behalf of the corporation by the authority of its Board of Directors, and that C.M. Harper and L.B. Thomas acknowledged the instrument to be a free act and deed of the corporation.

E. Noeen McCormick

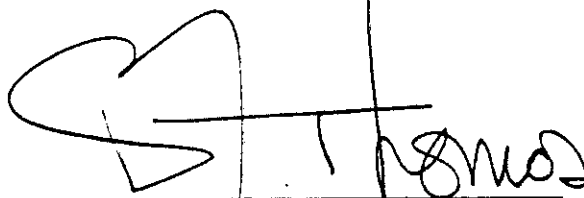
Notary Public



CERTIFICATE OF ADOPTION BY  
SOLE SHAREHOLDER OF GARDEN SUB, INC.

I, the undersigned, L. B. Thomas, Secretary of Garden Sub, Inc., a Minnesota corporation ("Garden Sub") the principal office of which is located at 730 Second Avenue South, Minneapolis, Minnesota 55402, hereby certify as such Secretary, that the Agreement and Plan of Merger dated as of April 18, 1982 among ConAgra, Inc., a Delaware corporation, Peavey Company, a Minnesota corporation and Garden Sub, on which this Certificate is made, having been signed by a majority of the directors of each of said corporations, was approved by the Board of Directors of Garden Sub by resolutions of such Board duly adopted on April 18, 1982 and was submitted for consideration and vote by ConAgra, Inc., the sole shareholder of Garden Sub; that said Agreement and Plan of Merger was approved and adopted by said shareholder in writing dated May 13, 1982 signed by said shareholder; and that accordingly the vote of this shareholder holding all the voting power of Garden Sub was for the approval and adoption of said Agreement and Plan of Merger which was thereby adopted as the act of the sole shareholder of Garden Sub.

Witness my hand this 7 day of July, 1982.

  
L. B. Thomas, Secretary



CERTIFICATE OF ADOPTION BY  
SHAREHOLDERS OF PEAVEY COMPANY

I, the undersigned, Donald R. Herbert, Secretary of Peavey Company, a Minnesota corporation ("Peavey") the principal office of which is located at 730 Second Avenue South, Minneapolis, Minnesota 55402, hereby certify as such Secretary, that the Agreement and Plan of Merger dated as of April 18, 1982 among ConAgra, Inc., a Delaware corporation, Peavey and Garden Sub, Inc., a Minnesota corporation, on which this Certificate is made, having been signed by a majority of the directors of each of said corporations, was approved by the Board of Directors of Peavey by resolution of such Board duly adopted on April 16, 1982 and was submitted for consideration and vote by the shareholders of Peavey; that said Agreement and Plan of Merger was approved and adopted by said shareholders of Peavey at a Special Meeting of Shareholders held on June 24, 1982; and that accordingly the Agreement and Plan of Merger was adopted by the affirmative vote of holders of two-thirds of the outstanding shares of Peavey entitled to vote at such Meeting.


Witness my hand this 14th day of July, 1982.

  
Donald R. Herbert, Secretary

R-57, 212

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
I, \_\_\_\_\_, Secretary of State,  
in testimony whereof, I have hereunto set my hand and the seal of the State  
at the City of Minneapolis, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1882.

20 July  
A.D. 1882 4:30 P.M.  
R-57  
227

 Secretary of State