

State of Idaho

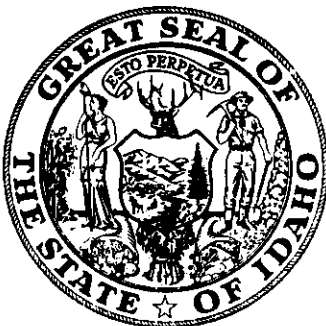
Department of State

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 GOLDEN FARMS BRAND, INC., an Idaho corporation, into NATURE TREE INCORPORATED, an Idaho corporation, changing the name of the survivor to NUTRITIONAL NATURE, 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: December 20, 1994



Pete T. Cenarrusa
SECRETARY OF STATE

By *[Signature]*

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SECRETARY OF STATE

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NATURE TREE INCORPORATED
ARTICLES OF AMENDMENT AND
ARTICLES OF MERGER OF GOLDEN FARMS BRAND, INC.
INTO AND WITH NATURE TREE INCORPORATED

TO THE SECRETARY OF STATE OF IDAHO:

Pursuant to the provisions of Idaho Code 30-1-61 and 30-1-74, the undersigned corporation adopts the following articles of amendment and articles of merger:

I.

ARTICLES OF AMENDMENT

1. The name of the Corporation is **NATURE TREE INCORPORATED** and its post office address is:

P.O. Box 118
Declo, Idaho 83323

2. Amendment to the Articles of Incorporation: Name Change The corporation shall now be known as and have its name changed to "**NUTRITIONAL NATURE, INC.**"

3. The resolutions of the board of directors and approval of the shareholders were adopted and obtained on November 23, 1994.

4. The shares outstanding are 1,900 of common stock, owned by Alan L. Fluckiger.

5. Said shareholder cast all votes to which he was entitled in favor of the amendments. There is no other class of stock.

II.

ARTICLES OF AMENDMENT AND MERGER - 1

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ARTICLES OF MERGER

NATURE TREE INCORPORATED ("Nature") and to be hereafter by known as Nutritional Nature, Inc., and GOLDEN FARMS BRAND, INC., ("Golden") both Idaho corporations, propose to merge, with Nature being the surviving corporation and both corporations have and do adopt these articles of merger as follows:

1. The Plan Attached hereto as Exhibit "A" is a true and correct copy of the "AGREEMENT, MERGER AND PLAN OF REORGANIZATION" dated November 30, 1994, adopted by resolution of both boards of directors of both corporations on the same date.

2. Shareholder Approval Golden's authorized capital stock consists of One Million (1,000,000) shares of common stock at Ten Cents (\$0.10) par value, of which 331,367 shares are issued and outstanding in the name of Alan L. Fluckiger. No shares are held in Golden's treasury. All of the outstanding shares of common stock of Golden are validly issued, fully paid and nonassessable. There are no outstanding options, agreements, contracts, calls or commitments of any character which would require the issuance by Golden of any capital stock.


The authorized capital stock of Nature consists of One Million (1,000,000) shares at One Dollar (\$1.00) par value, common stock, 1,900 of which shares are issued and outstanding

to Alan L. Fluckiger. 8,100 shares of stock are held as treasury stock of Nature, subject to a stock redemption agreement with Deloss C. Stoker and Delores, B. Stoker, Trustees of the Stoker Family Trust, who have consented to this merger. All outstanding shares of common stock of Nature are validly issued, fully paid and non-assessable. There are no outstanding options, agreements, contracts, calls or commitments of any kind and character which would require the issuance by Nature of any capital stock at this time.

All outstanding shares of both corporations voted unanimously in favor of the plan of merger in special combined meetings held in Burley, Idaho, on November 30, 1994. There were no dissenting votes. Both corporations have only one class of common stock.

DATED this 30th day of November, 1994

NATURE TREE INCORPORATED

By 
Alan L. Fluckiger, President

ATTEST:


Diane Fluckiger, Secretary

GOLDEN FARM BRANDS, INC.

By: Alan L. Fluckiger
Alan L. Fluckiger, President

ATTEST:

Diane Fluckiger
Diane Fluckiger,
Secretary

THE STOKER FAMILY TRUST

Deloss C. Stoker
Deloss C. Stoker, Trustee

Delores B. Stoker
Delores B. Stoker, Trustee

Alan L. Fluckiger
Alan L. Fluckiger, Sole
Shareholder of "Golden" and
"Nature"


STATE OF IDAHO)
) ss.
County of Cassia)

Alan L. Fluckiger, being first duly sworn on oath,
deposes and states:

That I am the President of Nature Tree Incorporated;
that I have read the within and foregoing Articles of Amendment
and Articles of Merger, know the contents thereof; and the facts
therein stated I believe to be true to the best of my knowledge
and belief.

Alan L. Fluckiger
Alan L. Fluckiger

SUBSCRIBED AND SWORN to before me this 19 day of December, 1994.



Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

STATE OF IDAHO)
) ss.
County of Cassia)


Alan L. Fluckiger, being first duly sworn on oath,
deposes and states:

That I am the President of Golden Farms Brand, Inc.;
that I have read the within and foregoing Articles of Amendment
and Articles of Merger, know the contents thereof; and the facts
therein stated I believe to be true to the best of my knowledge
and belief.



Alan L. Fluckiger

SUBSCRIBED AND SWORN to before me this 19 day of December, 1994.



Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2000

AGREEMENT, MERGER AND PLAN OF REORGANIZATION

THIS AGREEMENT, made this 30th day of November, 1994, by and between NATURE TREE INCORPORATED, an Idaho Corporation in good standing, (hereinafter designated as "Nature"), and GOLDEN FARM BRANDS, INC., an Idaho Corporation in good standing, (hereinafter designated as "Golden"), each of said Corporations herein acting by and through their undersigned officers, duly authorized so to act; and; Alan L. Fluckiger, the sole shareholder of Golden ("Fluckiger") and Alan L. Fluckiger, the sole shareholder of Nature ("Fluckiger").

W I T N E S S E T H:

RECITALS:

1) Golden desires to effect a statutory merger with Nature and likewise, Nature desires to merge with Golden, pursuant to the governing law and all applicable regulations in such cases made and provided, in which Golden will merge into Nature via a transaction which shall qualify as a reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

2) Golden desires to, and agrees that it will, as an integral part and portion of the contemplated merger transaction as herein set forth, transfer and convey all of its assets and property to Nature in consideration for transfer to its sole shareholder of Golden of stock in Nature by Nature as hereinafter specified; and the assumption by Nature of certain Golden debt and in complete liquidation and dissolution of Golden.

3) The corporation which is to survive the merger will be

and is Nature Tree Incorporated, (Nature) which will continue in operation and in business under that name and shall maintain and have all of the purposes and powers given and granted it by its Articles of Incorporation and By-Laws and the governing law of the State of Idaho in such cases made and provided.

4) This agreement will constitute the basis of formulating and creating the Articles of Merger for the corporations above named, and will constitute the authority and manner in and under which the said corporations, and each of them, shall act and proceed to implement and facilitate the corporate merger herein contemplated.

5) Each of the corporations, parties hereto, agree to do that which is necessary to effect and implement the merger herein contemplated, and in so doing, agree to wholly comply with any and all governing laws and regulations relative thereto.

6) Each of said corporations further desire and agree to do that which is necessary to implement, facilitate, effect and carry out their respective agreements and covenants hereinafter specified and set forth.

7) Both corporations agree that this merger was intended to have occurred early in 1993, but through inadvertence, formal plans and article were never implemented, even though the two corporations have been operating defacto as a single corporate entity.

NOW, THEREFORE, for and in consideration of the stipulations and agreements herein contained, to be by the parties hereto

kept, observed and performed, and other good and valuable consideration, receipt whereof is hereby acknowledged by both Nature and Golden, the parties hereto, and each of them, stipulate, covenant and agree as follows:

1. Transfer Of Business And Assets: Subject and pursuant to the terms and conditions hereof, Golden covenants and agrees with Nature that, at the closing of this transaction, as hereinafter specified and defined, and in the manner herein provided, Golden shall transfer, set over, convey and deliver to Nature all of its then existing assets and property, including, but not limited to, the assets and property specified and set forth on Exhibits "A" and "B" hereto attached and by this reference made a part hereof; and the failure to list any assets or property, or right, title or interest therein, shall not be an exclusion, but shall be deemed by the parties hereto to have been an inadvertent omission.

Such assets, property, rights and interests of Golden shall be transferred, assigned, set over and conveyed to Nature SUBJECT TO all valid and enforceable liabilities, obligations, claims, security interests and encumbrances thereon, which Nature will assume, pay and discharge, unless otherwise herein set forth.

2. Conversion Of Stock Upon Merger: The manner of dealing with and/or converting the capital stock of Nature and the capital stock of Golden as applicable and the granting of security to the shareholders of Golden, for purposes of securing the payment to said Golden shareholders by Nature of the sum

hereinafter set forth shall be as follows:

- a) Nature will transfer, as a new issue, to Alan Fluckiger, sole shareholder of Golden, TEN (10) SHARES of common stock of Nature.
- b) All outstanding shares of the capital stock of Golden shall be transferred to Nature and as shall be converted into capital stock of Nature or cancelled by Nature, in its discretion.

3. Good Will: The parties hereto understand and agree that there is no value of the good will of Golden as an organized and ongoing business concern.

4. Stock Surrender/Issuance: After the effective date of the merger herein contemplated and the drafting, formulation and signing of all documents and instruments required to effect and implement such merger and to effect and implement the covenants and agreements herein set forth, and the issuance of a certificate of merger by the Idaho Secretary of State, the shareholder(s) of Golden holding outstanding shares of stock of that corporation shall surrender the same to the transfer agent of Nature, who will be designated and appointed by Nature as such transfer agent, and shall be entitled to receive in exchange therefor a stock certificate representing the proper number of shares of common stock of Nature.

5. No Other Consideration: Other than the consideration expressly set forth herein, no consideration is to be paid, given or transferred to either of the corporations or parties hereto.

6. Closing: Subject and pursuant to the terms and conditions hereof, the closing of the transaction(s) and merger herein contemplated, inclusive of the execution of all documents and instruments and the performance of all duties, obligations and acts required to implement and effect such transaction(s) and merger, shall take place at the offices of Tuft & Bywater, Attorneys at Law, Burley, Idaho, who shall also serve as transfer agent, at a time of day convenient to all parties, as soon as possible following the date on which all parties to this agreement approve and ratify the same, such approval and ratification of the corporations signatory hereto being made, done and accomplished by the necessary corporate action, respectfully, required by the governing law of the State of Idaho.

Upon approval and ratification hereof as aforementioned, the effective date of the merger herein contemplated shall be November 29, 1994. However, the parties acknowledge that they had informally agreed to these terms and conditions and but for inadvertence had assumed that this merger had occurred and was effective as of January 1, 1993, which shall be deemed the real effective date.

7. Merger: Upon the approval and ratification of this agreement, the corporations signatory hereto, by and through their respective selected officers, and pursuant to requisite and required resolution(s), shall in all respects comply with the terms and provisions of the governing law of the State of Idaho

with regard to corporate mergers, including execution of all required documents and instruments and compliance with all statutory requirements as to filing(s).

8. Representations And Warranties: Golden represents and warrants:

That it is a corporation duly formulated, organized and existing, and in good standing, under the laws of the State of Idaho, and has the power and authority to conduct, carry on and operate its business as is now being conducted, carried on and operated.

Prior to the completion and closing of the merger herein contemplated, Golden will deliver to Nature true and correct copies of Golden's Certificate of Incorporation and existing By-Laws, which Golden states and covenants will be wholly complete and correct as of the date thereof. Golden's minute book and attendant records shall contain a complete and accurate record of all meetings and other corporate action theretofore taken by its shareholders, its board of directors and its officers.

Nature represents and warrants:

That it is a corporation duly formulated, organized and existing, and in good standing, under the laws of the State of Idaho, and has the power and authority to conduct, carry on and operate its business as is now being conducted, carried on and operated.

Prior to the completion and closing of the merger herein contemplated, Nature will deliver to Golden true and correct cop-

ies of Nature' Certificate Of Incorporation and existing By-Laws, which Nature states and covenants will be wholly complete and correct as of the date thereof. Nature's minute book and attendant records shall contain a complete and accurate record of all meetings and other corporate action theretofore taken by its shareholders, its board of directors and its officers.

9. Capitalization: Golden's authorized capital stock consists of One Million (1,000,000) shares of common stock at Ten Cents (\$0.10) par value, of which 331,367 shares are issued and outstanding and issued in the name of Alan L. Fluckiger. No shares are held in Golden's treasury. All of the outstanding shares of common stock of Golden are validly issued, fully paid and nonassessable. There are no outstanding options, agreements, contracts, calls or commitments of any character which would require the issuance by Golden of any capital stock.

The authorized capital stock of Nature consists of One Million (1,000,000) shares at One Dollar (\$1.00) par value, common stock, Ten Thousand (1,900) of which shares are issued and outstanding to Fluckiger. 8,100 shares of stock are held as treasury stock of Nature, subject to a redemption agreement pending between Nature and Deloss C. Stoker and Delores B. Stoker, Trustees of the Stoker Family Trust dated July 23, 1993. All outstanding shares of common stock of Nature are validly issued, fully paid and non-assessable. There are no outstanding options, agreements, contracts, calls or commitments of any kind and character which would require the issuance by Nature of any

capital stock at this time.

10. Subsidiaries: Neither of the corporations, signatory hereto, have subsidiaries.

11. Financial Information: Nature has delivered to Golden, and Golden acknowledges receipt of, all of the financial information of Nature, including, but not limited to, the amount of cash on hand, debt, receivables, jobs-in-progress, inventory, and such other financial information necessary to fully advise Golden of the present financial condition of Nature.

Golden has delivered to Nature, and Nature acknowledges receipt of, all of the financial information of Golden, including, but not limited to, the amount of cash on hand, receivables, jobs-in-progress, debt, inventory, indebtedness, and such other financial information necessary to fully advise Nature of the present financial condition of Golden.

12. Tax Returns - Tax Liability Of Golden: Both corporations signatory hereto have filed all applicable and requisite tax returns and have paid to the proper entity all required taxes, including, but not limited to, corporate income taxes and payroll taxes at both the federal and state levels as of the effective date hereof; and at this time, there are no outstanding federal or state tax liens or claims against either corporation, nor any federal or state tax audits pending.

13. Shareholders and Shareholders' Agreements: At the conclusion of the merger and closing and the surrender by Golden's shareholder of all of his stock as above specified, all

stock of Golden, held by Nature, as transferee of Alan L. Fluckiger, will be cancelled, and, effectively, there will be no more stock of Golden. The shareholders of Nature will consist of Fluckiger, owning 10 shares of common stock in Nature. Alan L. Fluckiger agrees to sell the 10 shares of common stock in Nature that he acquires hereunder to the trust immediately upon the closing herein for the sum of \$100.

14. Name Change The survivor corporation will also apply for change of its name, to wit: **Nutritional Nature, Inc.**

15. Further Assurances All parties to this agreement, the undersigned, shall perform and do that which is requisite and necessary to properly and validly consummate and complete the merger herein contemplated, including, but not limited to, the signing of all documents and instruments, as may be applicable.

IN WITNESS WHEREOF, NATURE TREE INCORPORATED, and GOLDEN FARM BRANDS, INC., have caused their corporate names to be hereunto subscribed by the undersigned officers, duly authorized so to act on their behalf, respectively; and so has the sole shareholder of both corporations on the day and year first mentioned.

NATURE TREE INCORPORATED

By: 
Alan L. Fluckiger, President

ATTEST:


Diane Fluckiger, Secretary

GOLDEN FARM BRANDS, INC.

By: Alan L. Fluckiger
Alan L. Fluckiger, President

ATTEST:

Diane Fluckiger
Diane Fluckiger,
Secretary

Alan L. Fluckiger
Alan L. Fluckiger, Sole
Shareholder of "Nature"

Alan L. Fluckiger
Alan L. Fluckiger, Sole
Shareholder of "Golden"

ACCOMMODATION CONSENT

TO THE DEGREE required or appropriate, Deloss C. Stoker and Delores B. Stoker, Trustees of the Stoker Family Trust dated July 23, 1993, to whom the corporation has pledged 8,100 in a separate stock redemption agreement, hereby consent to the foregoing.

Dated this 19 day of December 1994

THE STOKER FAMILY TRUST, Sole
Shareholder of "Nature"

Deloss C. Stoker
Deloss C. Stoker, Trustee

Delores B. Stoker
Delores B. Stoker, Trustee