

PLAN AND STATEMENT OF MERGER **FILED EFFECTIVE**
BETWEEN 09 FEB 18 PM 1:15
HORIZON FERTILIZER, INC. INTO
OKELBERRY FARMS, INC. SECRETARY OF STATE
STATE OF IDAHO

This PLAN AND STATEMENT OF MERGER, is made as of this 30 day of January, 2009, between OKELBERRY FARMS, INC., an Idaho Corporation, hereinafter referred to as "Okelberry Farms"; HORIZON FERTILIZER, INC., an Idaho Corporation, hereinafter referred to as "Horizon." Okelberry Farms and Horizon shall be collectively referred to as "Corporations". Okelberry Farms has also be referred to the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Boards of Directors and Shareholders of the Corporations deem it advisable and in the best interest of the Corporations and their shareholders that Horizon be merged into Okelberry Farms (the "Merger").

NOW THEREFORE, the Corporations hereby agree as follows:

1. Merger. Upon the terms and conditions hererin, Horizon shall be merged into Okelberry (the "merger"). This merger was duly approved by both Horizon and Okelberry in accordance with the Idaho Entity Transaction Act, Chapter 18, Title 30 of the Idaho Code, specifically Idaho Code Section 30-18-203. The shareholders of the Corporations unanimously approved and consented to the merger and waived any formalities required by the Corporations' respective articles of incorporation, by-laws and redemption agreements.

2. Effective Date. This merger shall be effective upon filing.

3. Merging Entity and Surviving Entity. Upon the effective date, Horizon shall be merged into Okelberry Farms and Okelberry Farms, Inc. shall be the Surviving Corporation.

4. Effects of Merger- Assets and Obligation of Merging Entity. Upon the effective date, the separate existence of Horizon shall cease. All of the property, rights, and other interests of Horizon, as well as all other causes in action belonging to Horizon and the title to all real estate vested in Horizon shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation. The Surviving Corporation is responsible and liable for all the liabilities and obligations, including the rights and obligations under the agreements of Horizon. A claim by or against or a pending proceeding by or against Horizon may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in place of Horizon. Neither the rights of creditors nor any liens upon the property of Horizon are impaired by the Merger.

5. Articles of Incorporation. From and after the effective date and until further amended in accordance with the Idaho Law, the Articles of Incorporation of Okelberry Farms in effect immediately prior to the effective date shall be the Articles of Incorporation of the Surviving Corporation, subject to amendment to change the Surviving Corporation's name.

6. Directors and Officers. The directors and officers of Okelberry Farms in office immediately prior to the effective date shall, from and after the effective date, be the directors and officers of the Surviving Corporation. Directors and officers will serve until their respective successors are duly appointed or elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

7. Ownership of Horizon Stock. All of the outstanding shares of Horizon common stock are owned by Okelberry Farms. On the effective date, the shares of Horizon will not be converted into shares of the Surviving Corporation, but instead shall be canceled (along with the certificates representing the same) and all rights in respect thereof shall thereupon cease to exist.

8. Ownership of Surviving Corporation Stock. All of the outstanding shares of Okelberry Farms common stock shall remain common stock of the Surviving Corporation and all rights in respect of such shares shall remain in full effect. On the effective date, all new shares issued going forward shall bear the name of OKELBERRY FARMS, INC. As a result of the merger, Alan M. Okelberry shall own Sixty-six and two-thirds Percent (66.67%) of the current outstanding stock of the Surviving Corporation. John Okelberry shall own Thirty-three and one-thirds Percent (33.33%) of the current outstanding stock of the Surviving Corporation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and Plan of Merger as of the date written above.

OKELBERRY FARMS, INC.

By: 
Alan M. Okelberry, President

HORIZON FERTILIZER, INC.

By: 
Alan M. Okelberry, President

SECRETARY'S CERTIFICATION

I, Beverly Okelberry being the Secretary of OKELBERRY FARMS, INC., an Idaho Corporation, and pursuant to Idaho Statutes 30-18-101 et. al. do hereby certify that the Shareholders of said corporation voted unanimously to approve and adopt the attached Agreement and Plan of Merger on this 30 day of January, 2009.

By: Beverly
Secretary

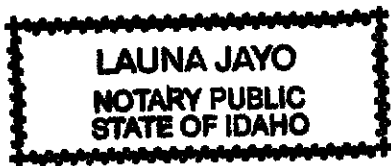
STATE OF IDAHO

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) ss.
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County of Twin Falls

On this 30th day of January, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly Okelberry known to me to be the secretary of OKELBERRY FARMS, INC., whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



Launa Jayo
NOTARY PUBLIC
Residing in Kimberly, Id
Comm. Expires: 9-1-2012

SECRETARY'S CERTIFICATION

I, Alan Okelberry being the Secretary of HORIZON FERTILIZER, INC., an Idaho Corporation, and pursuant to Idaho Statutes 30-18-101 et. al. do hereby certify that the Shareholders of said corporation voted unanimously to approve and adopt the attached Agreement and Plan of Merger on this 30 day of January, 2009.

By: _____

Secretary

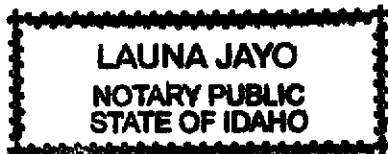
STATE OF IDAHO)

) ss.

County of Twin Falls)

On this 30th day of January, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Okelberry known to me to be the secretary of HORIZON FERTILIZER, INC., whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.



Launa Jayo
NOTARY PUBLIC
Residing in Kimberly, Id.
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