

ARTICLES OF MERGER

JUL 30 3 5n PM '01

Pursuant to the provisions of the Idaho Business Corporation Act, the undersigned corporations have adopted these Articles of Merger effective February 2, 2001, for the purpose of combining the undersigned corporations according to the following Plan and Agreement of Merger. J. Weil Foodservice Co. has 80 outstanding shares, of which 80 voted for such Plan and Agreement of Merger. Great Western Frozen Foods, Inc. has 25 outstanding shares, of which 25 voted for such Plan and Agreement of Merger.

PLAN AND AGREEMENT OF MERGER

J. Weil Foodservice Co.

into

Great Western Frozen Foods, Inc.

PLAN AND AGREEMENT OF MERGER

J. WEIL FOODSERVICE CO.

into

GREAT WESTERN FROZEN FOODS, INC.

THIS PLAN AND AGREEMENT OF MERGER (hereafter referred to as the "Agreement") is effective February 2, 2001, by and between J. WEIL FOODSERVICE CO., an Idaho corporation (hereafter "J. Weil"), and GREAT WESTERN FROZEN FOODS, INC., an Idaho corporation (hereafter "Great Western") (said corporations being hereafter sometimes collectively referred, to as the "Constituent Corporations");

WITNESSETH:

WHEREAS, J. Weil is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on June 3, 1947, and Great Western is a corporation duly organized and existing under the laws of the State of Idaho, having been incorporated on September 22, 1982; and

WHEREAS, the authorized capital stock of J. Weil consists of 1,000 shares of common stock, with a par value of \$100.00 per share, of which 115.7894 shares are outstanding; and

ARTICLES OF MERGER - 1

05/13/01 11:46AM
W:\22-800\ARTICLES-MGR.wpd

IDAHO SECRETARY OF STATE
07/31/2001 05:00
CK: 24531 CT: 22597 BH: 410771
1 @ 30.00 = 30.00 MERGER # 2

C70918

WHEREAS, the authorized capital stock of Great Western consists of 100 shares of common stock, without par value, of which 25 shares are outstanding; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Idaho;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Idaho, that the Constituent Corporations shall be merged into a single corporation, to wit: Great Western Frozen Foods, Inc., an Idaho corporation, one of the Constituent Corporations, which is not a new corporation and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereinafter being sometimes called the "Surviving Corporation"); and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, February 2, 2001, the separate existence of J. Weil shall cease and J. Weil shall be merged into the Surviving Corporation.

ARTICLE II

Bylaws

The Bylaws of Great Western at the effective time of the Merger shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE III

Directors and Officers

The Directors and officers of Great Western at the effective time of the Merger shall become the directors and officers of the Surviving Corporation until their respective successors are duly elected and qualified.

ARTICLE IV

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, are as follows:

1. Great Western Common Stock. All of the shares of Great Western issued and outstanding at the effective time of the Merger shall remain outstanding and fully effective.
2. J. Weil Common Stock. At the effective time of the Merger, each share of common stock of J. Weil issued and outstanding shall be cancelled in return for the transfer to the shareholders of J. Weil of 0.0539773 shares of common stock of Great Western. Each holder of outstanding common stock of J. Weil upon surrender to the Surviving Corporation of one or more stock certificates for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of common stock of the Surviving Corporation.
3. Status of New Common Stock. All shares of common stock of the Surviving Corporation into which shares of common stock of J. Weil are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of J. Weil.

ARTICLE V

Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VI

Accounting Matters

The assets and liabilities of the Constituent Corporations, as of the effective time of the Merger, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate capital of the common stock to be issued in the Merger and the aggregate capital of the common stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

ARTICLE VII

Approval of Shareholders

This Agreement shall be submitted to the shareholders of J. Weil and Great Western, as provided by law and their respective certificates of incorporation and bylaws. Each issued and outstanding share of J. Weil and Great Western stock is validly issued, fully paid, non-assessable and entitled to one vote.

ARTICLE VIII

Termination and Abandonment

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Boards of Directors of the Constituent Corporations;
2. By J. Weil if the holders of any of the outstanding shares of common stock of Great Western shall have voted against the Merger and shall be entitled to compliance with the provisions of the Idaho Corporation Code regarding payment of the fair value of their shares;
3. By Great Western if the holders of any of the outstanding shares of common stock of J. Weil shall have voted against the Merger and shall be entitled to compliance with the provisions of the Idaho Corporation Code regarding payment of the fair value of their shares.

Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other and each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements.

ARTICLE X

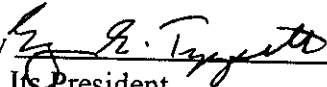
Amendments

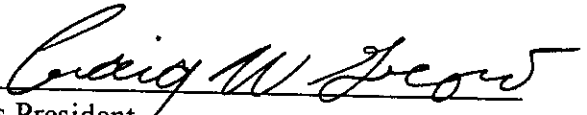
Any of the terms or conditions of this Agreement may be modified or changed only upon the written agreement of the Shareholders of both J. Weil and Great Western.

IN WITNESS WHEREOF, this Agreement has been signed effective February 2, 2001.

GREAT WESTERN FROZEN FOODS, INC.

J. WEIL FOODSERVICE CO.

By 
Its President

By 
Its President