

State of Idaho

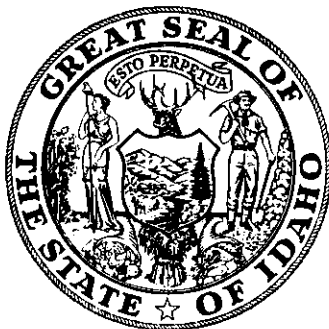
Department of State

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 MOSS SEEDLINGS, INC., an Idaho corporation, into MOSS GREENHOUSES, 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: April 26, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *Sally J. Clark*

ARTICLES OF MERGER

Pursuant to the provisions of Section 30-1-77, Idaho Code, the undersigned domestic corporations have adopted the following Articles of Merger for the purpose of merging them into **MOSS GREENHOUSES, INC.:**

1. The names of the undersigned corporations and the states under the laws of which each is organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
Moss Greenhouses, Inc.	Idaho
Moss Seedlings, Inc.	Idaho

2. The laws of Idaho, the state under which such domestic corporations are organized, permit such merger.

3. The name of the surviving corporation is **MOSS GREENHOUSES, INC.**, and it is to be governed by the laws of the State of Idaho.

4. The attached Plan and Agreement of Merger was approved by the Directors of **MOSS GREENHOUSES, INC.** on the 31st day of March, 1996, in the manner prescribed by statute and was approved by **MOSS SEEDLINGS, INC.** on the 31st day of March, 1996, in the manner prescribed by statute.

5. **KEVIN D. MOSS**, being the sole shareholder of **MOSS SEEDLINGS, INC.**, and holding all of the issued shares of stock approved the Plan and Agreement of Merger on the 31st day of March, 1996. A vote of the shareholders of **MOSS SEEDLINGS, INC.**, was not required by virtue of Idaho Code § 30-1-

73(d). Following the merger, KEVIN D. MOSS and DANA MOSS shall be the shareholders of MOSS GREENHOUSES, INC., an Idaho corporation, holding a total of 88 shares of issued stock.

Pursuant to Idaho Code § 30-1-73, the Shareholders of MOSS GREENHOUSES, INC. were not required to vote.

6. MOSS GREENHOUSES, INC., the surviving corporation, agrees that it may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting stockholder of any such domestic corporation against the surviving corporation. The surviving corporation irrevocably appoints the Secretary of State of the State of California as its agent to accept process in any such proceeding.

7. MOSS GREENHOUSES, INC., the surviving corporation, further agrees that it will promptly pay to any dissenting stockholders of any domestic corporation which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of Idaho Code §§ 30-1-80 and 30-1-81, with respect to the rights of dissenting stockholders.

8. The effective date of the merger is the 31 day of March, 1996.

DATED this 31ST day of March, 1996.

MOSS GREENHOUSES, INC.

By

Kevin D. Moss
President

ATTEST:

Dana Moss
Secretary

STATE OF IDAHO)
County of Twin Falls) ss.

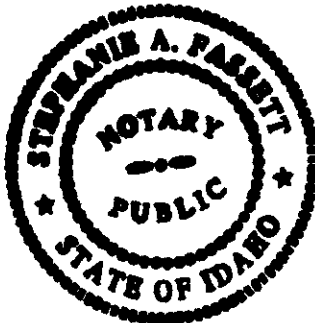
Kevin D. Moss, being first duly sworn upon oath,
deposes and says:

That I have read the above, know the contents thereof,
and believe the same to be true.

DATED this 31st day of March, 1996.

Kevin D. Moss
President

SUBSCRIBED AND SWORN to before me this 31st day of
March, 1996.



Stephanie A. Fassett
NOTARY PUBLIC
My commission expires: 12-28-01

MOSS SEEDLINGS, INC.

By Kevin D. Moss
President

ATTEST:

Carolyn Moss
Secretary

STATE OF IDAHO)
County of Twin Falls) ss.

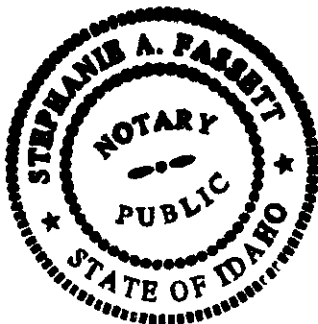
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deposes and says:

That I have read the above, know the contents thereof,
and believe the same to be true.

DATED this 31ST day of March, 1996.

Kevin D. Moss
President

March, 1996. SUBSCRIBED AND SWORN to before me this 31st day of



Stephanie A. Fassett
NOTARY PUBLIC
My commission expires: 12-28-01

PLAN AND AGREEMENT OF MERGER

between

MOSS GREENHOUSES, INC.

(an Idaho corporation)

and

MOSS SEEDLINGS, INC.

(an Idaho corporation)

AGREEMENT OF MERGER, effective this 31ST day of March, 1996, pursuant to Section 30-1-75 of the General Corporation Law of the State of Idaho, between MOSS GREENHOUSES, INC. and MOSS SEEDLINGS, INC.

WITNESSETH that:

WHEREAS, all of the Shareholders of MOSS SEEDLINGS, INC. desire to merge into MOSS GREENHOUSES, INC.; and

WHEREAS, all of the Shareholders of MOSS GREENHOUSES, INC. agreed to a merge of MOSS SEEDLINGS, INC. into MOSS GREENHOUSES, INC.;

NOW, THEREFORE, the corporations and parties to this Agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe to the terms and conditions of said merger and the mode of carrying the same into effect as follows:

FIRST: MOSS SEEDLINGS, INC. hereby merges itself into MOSS GREENHOUSES, INC. and MOSS GREENHOUSES, INC. shall be the surviving corporation.

SECOND: The Certificate of Incorporation of **MOSS GREENHOUSES, INC.**, as in effect at the date of the merger provided for in this Agreement shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of **MOSS SEEDLINGS, INC.**, into cash or other property shall be by transfer of all of the assets and liabilities to **MOSS GREENHOUSES, INC.**, which assets and liabilities shall be placed on the books and records of **MOSS GREENHOUSES, INC.**, and the outstanding stock of **MOSS SEEDLINGS, INC.**, shall be canceled, and replacement stock shall be issued by **MOSS GREENHOUSES, INC.**.

FOURTH: The terms and conditions of the merger are as follows:

(a) The Bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the Bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of the stockholders and until their successors shall have been elected and qualified.

(c) The effective date of this merger for all purposes shall be as of the close of business on the 31ST day of March, 1996.

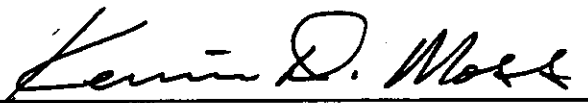
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in, and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be effectively the property of the surviving corporation as they were of the surviving corporation and the merging corporation respectively. The merging corporation hereby agrees, from time to time, as and when required by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merging corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

(e) All corporate acts, plans, policies, contracts, approvals and authorizations of the merging corporation, its

shareholders, board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the surviving corporation and shall be as effective and binding thereon as the same were with respect to the merging corporation. The employees of the merging corporation shall become the employees of the surviving corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the merging corporation. Any employee plan or agreement of the merging corporation shall be adopted, effective and binding on the surviving corporation as the same were with respect to the merging corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the resolution adopted by the Board of Directors of **MOSS SEEDLINGS, INC.**, and the Board of Directors of **MOSS GREENHOUSES, INC.**, have caused their presence to be executed individually or by the President and attested by the Secretary of each corporation hereto.

MOSS SEEDLINGS, INC.

By 
President

ATTEST:

Carolyn Moss
Secretary

MOSS GREENHOUSES, INC.

By Kevin D. Moss
President

ATTEST:

Dana Moss
Secretary