

State of Idaho

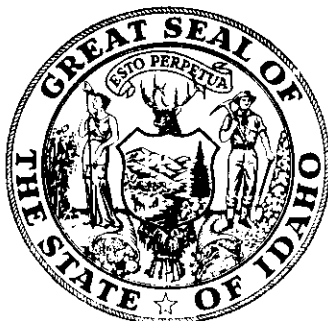
Department of State

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 TIEGS LAND CO., INC., an Idaho corporation, file number C 30906 into TIEGS FARMS, INC., an Idaho corporation, file number C 30854, 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: December 16, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *Sonya Hould*

ORIGINAL

ARTICLES OF MERGER

Merging

TIEGS LAND CO., INC.
(an Idaho corporation)

Into

TIEGS FARMS, INC.
(an Idaho corporation)

DEC 16 3 02 PM '96

SECRETARY OF STATE
STATE OF IDAHO

Pursuant to Section 30-1-74 of the Idaho Business Corporation Act

TIEGS LAND CO., INC., an Idaho corporation ("Landco"), and **TIEGS FARMS, INC.**, an Idaho corporation ("Farms"), do hereby certify that:

FIRST: Landco and Farms entered into an Agreement and Plan of Merger, dated as of September 30, 1996 (the "Plan of Merger"), which provides for the merger (the "Merger") of Landco with and into Farms, which will be the Surviving Corporation. The Plan of Merger is attached hereto as **Exhibit "A"** and is hereby incorporated herein by reference.

SECOND: Landco has outstanding 650 shares of Common Stock (\$100 par value), all of which were voted in favor of the Plan of Merger.

THIRD: Farms has outstanding 6037 shares of Common Stock (\$100 par value), all of which were voted in favor of the Plan of Merger.

DATED as of the 12th day of Dec 1996

TIEGS LAND CO., INC.

By Elmer H. Tiegs
Elmer H. Tiegs, President

By Barbara Craven
Barbara Craven, Secretary

IDAHO SECRETARY OF STATE

DATE 12/16/1996 0900 47491

2

CK #: 66467 CUST# 20168

MERGER

1@ 30.00= 30.00

TIEGS FARMS, INC.

By Barbara Craven
Elmer H. Tiegs, President

By Elmer H. Tiegs
Barbara Craven, Secretary

STATE OF IDAHO)
)
County of Ada)
) :SS.

I, James D. Phelps, a Notary Public, do hereby certify that on this 12th day of Dec 1996, personally appeared before me ELMER H. TIEGS who, being by me first duly sworn, declared that he is the President of TIEGS LAND CO., INC., an Idaho corporation, that he signed the foregoing document as President of said corporation, and that the statements contained therein are true.

James D. Phelps
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 4/03/2001

STATE OF IDAHO)
)
County of Ada)
) :SS.

I, James D. Phelps, a Notary Public, do hereby certify that on this 12th day of Dec 1996, personally appeared before me ELMER H. TIEGS who, being by me first duly sworn, declared that he is the President of TIEGS FARMS, INC., an Idaho corporation, that he signed the foregoing document as President of said corporation, and that the statements contained therein are true.

James D. Phelps
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 4/03/2001

F:\USERS\AVTOL\PO\TAL\TIEGS\ART.MRG

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of September 30, 1996 (the "Agreement"), by and between TIEGS LAND CO., INC. an Idaho corporation ("Landco"), and TIEGS FARMS, INC., an Idaho corporation (the "Farms") (Landco and Farms being sometimes collectively referenced as the "Constituent Corporations").

A. Landco is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 3000 shares of common stock, \$100 par value, of which 650 shares were issued and outstanding immediately prior to the Effective Date (as defined herein);

B. Farms is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 7000 shares of capital stock, \$100 par value, of which 6037 shares are issued and outstanding; and

C. The boards of directors and shareholders of Landco and Farms have adopted resolutions declaring advisable the proposed merger of Landco with and into Farms (the "Merger") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Constituent Corporations agree to effect the Merger on the terms and conditions set forth herein.

1. Merger.

1.1 The Merger. On the Effective Date, Landco shall be merged with and into Farms, which shall be the Surviving Corporation. Thereupon, the separate existence of Landco shall cease.

1.2 Articles of Merger. As soon as practicable, the Surviving Corporation will cause Articles of Merger (the "Articles of Merger") to be executed, acknowledged and filed with the Secretary of State of Idaho as provided in Section 30-1-74 of the Idaho Business Corporation Act (the "Act").

1.3 Effective Date. The Merger shall be effective for accounting purposes as of the close of business on the date of filing the Articles of Merger (the "Effective Date").

2. Exchange of Shares.

2.1 Landco Shares. The 650 shares of capital stock of Landco issued and outstanding immediately prior to the Effective Date shall (without further action of Landco or the Surviving Corporation) be converted, as of the Effective Date, into 963 fully paid and nonassessable share(s) of capital stock of Farms. Those 963 shares of Farms' stock shall be allocated among the Landco shareholders in accordance with the attached schedule, which accounts for such shareholders' differing interests in Landco and Farms and results in each such shareholder preserving his proportionate equity interests in each of the Constituent Corporations.

2.2 Farms Shares. On and after the Effective Date, all of the outstanding certificates that prior to that time represented outstanding shares of the common stock issued by Landco shall be deemed for all purposes to evidence ownership of and to represent the shares of Farms into which the shares of Landco represented by such certificates have been converted as herein provided and shall be so registered on Farms' records. The registered owner of any such outstanding Landco stock certificate shall, until such certificate shall have been surrendered to Farms for transfer or conversion, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Farms into which the shares evidenced by such outstanding Landco certificates have been converted as provided above. Upon surrender by each Landco shareholder of record of the certificate(s) representing all Landco shares owned of record by such shareholder, Farms shall issue to the record owner thereof a certificate representing that number of shares of Farms's common stock set forth on the attached schedule; and the surrendered certificate shall thereupon be cancelled.

3. Certain Effects of the Merger.

3.1 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Landco shall cease and Landco shall be merged into Farms. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and debts due to either the Constituent Corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations (including, without limitation, those real properties titled in Landco's name and located in Canyon County and evidenced by the legal description attached hereto as **Parcels V through X**) shall be vested in the Surviving Corporation; and all property, rights, privileges, 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 any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations 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 it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

3.2 Further Assurances. Landco agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property,

right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referenced in Section 3.1 and otherwise to carry out the intent and purposes thereof.

4. Surviving Corporation.

4.1 Articles of Incorporation. On the date of filing Articles of Merger with the Idaho Secretary of State, the articles of incorporation of Farms shall be the Articles of Incorporation of the Surviving Corporation.

4.2 Bylaws. On the date of filing Articles of Merger with the Idaho Secretary of State, the Bylaws of Farms shall be the Bylaws of the Surviving Corporation.

4.3 Directors and Officers. Following the Merger, the directors and officers of Farms shall remain the directors and officers of the Surviving Corporation. Such directors and officers shall hold office until their successors have been duly elected or appointed and have qualified in accordance with law and the Bylaws of the Surviving Corporation.

5. Miscellaneous.

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5.2 Amendment. This Agreement may be amended with the approval of the board of directors of each party at any time prior to the Effective Date with respect to any of the terms contained herein.

5.3 Agreement to Take Necessary and Desirable Actions. Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary and desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5.5 Captions. The captions are inserted herein for convenience only and shall not be given any legal effect or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger in one or more counterparts which, taken together, shall constitute one Agreement.

TIEGS LAND CO., INC.,
an Idaho corporation

By Elmer H. Tiegs
Elmer H. Tiegs, President

ATTEST:

Barbara Craven
Barbara Craven, Secretary

TIEGS FARMS, INC.,
an Idaho corporation

By Elmer H. Tiegs
Elmer H. Tiegs, President

ATTEST:

Barbara Craven
Barbara Craven, Secretary

FILED BY SAVITO WPO AT TIEGS LAND CO. INC.
10/29/99 11:38am

SCHEDULE

[INTENTIONALLY OMITTED]

PARCEL V:

TLC The East 802 feet of the Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXCEPTING THEREFROM:

The East 60 feet thereof.

ALSO EXCEPTING THEREFROM:

This parcel consists of a portion of Southeast quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is particularly described as follows:

COMMENCING at the Northeast corner of said Southeast quarter of the Northeast quarter; thence

South 89°55'24" West along the North boundary of said Southeast quarter of the Northeast quarter, a distance of 60.00 feet to the TRUE POINT OF BEGINNING; thence

South 00°00'00" West parallel with the East boundary of said Southeast quarter of the Northeast quarter, a distance of 435.00 feet; thence

South 89°55'24" West parallel with the North boundary of said Southeast quarter of the Northeast quarter, a distance of 300.41 feet; thence

North 00°00'00" East parallel with the East boundary of said Southeast quarter of the Northeast quarter a distance of 435.00 feet to a point on the North boundary of said Southeast quarter of the Northeast quarter; thence

North 89°55'24" East along the North boundary of said Southeast quarter of the Northeast quarter a distance of 300.41 feet to the TRUE POINT OF BEGINNING.

TLC PARCEL VI:

That portion of the Southwest quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying East of the New York Canal.

TLC PARCEL VII:

The Southeast quarter of the Southwest quarter of Section 15, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

TLC PARCEL VIII:

The Southwest quarter of the Northwest quarter of Section 16, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL IX:

TLC
The Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

A parcel of land located in a portion of the Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 22, being a 5/8" Still Pin with an Aluminum Cap and the North quarter corner of said Section 22; thence

South 00°15'00" West along the East line of said Northeast quarter of the Northwest quarter, a distance of 641.49 feet to a steel pin being the Northeast corner of said parcel and the TRUE POINT OF BEGINNING, thence continuing

South 00°15'00" West along said East line, a distance of 127.00 feet to a Steel pin, being the Southeast corner of said parcel, from whence the Center quarter corner of said section bears

South 00°15'00" West, a distance of 1,872.50 feet; thence leaving said East line,

North 89°45'00" West, a distance of 259.79 feet to a steel pin being the Southwest corner of said Parcel; thence

North 00°15'00" East, a distance of 155.29 feet to a steel pin being the Northwest corner of said parcel; thence

South 83°32'07" East, a distance of 261.33 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

The North 925 feet of the West 360 feet of the Northeast quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

ALSO EXCEPTING THEREFROM:

This parcel is a portion of the Northeast quarter of the Northwest quarter, Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of the said Northeast quarter of the Northwest quarter; thence

South 0°15'00" West along the East boundary of the said Northeast quarter of the Northwest quarter, a distance of 303.00 feet; thence

North 89°50'00" West parallel with the North boundary of the said Northeast quarter of the Northwest quarter, a distance of 193.00 feet; thence

North 0°15'00" East parallel with the said East boundary, a distance of 303.00 feet to a point on the said North boundary; thence

South 89°50'00" East along the said North boundary a distance of 193.00 feet to the TRUE POINT OF BEGINNING.

PARCEL X:

An easement for the location of repair and maintenance of a pipeline as constructed on March 20, 1989, said easement recorded March 21, 1989 as Instrument No. 8904940, records of Canyon County, Idaho.

Said easement runs approximately from the Southwest corner of that property described in PARCEL I, being in Government Lot 3 of Section 31, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence in a Southerly direction across said Lot 3 and across Lot 4 of Section 31, Township 2 North, Range 2 West and continuing in a Southerly direction across Government Lot 4 of Section 6, Township 1 North, Range 2 West until such line crosses the North line of the property described in the above described PARCEL II.