

2003 NOV - 3 AM 8:58

STATE OF IDAHO
RECEIVED

FILED EFFECTIVE

ARTICLES OF MERGER

Pursuant to the provisions of Idaho Code Section 30-1-1105, the undersigned corporations have adopted the following articles of merger for the purpose of merging them into one of such corporations:

I.

The name of the undersigned corporations and the states under the laws of which each is organized are:

<u>Name of Corporation</u>	<u>State</u>
Valley Food Service, Inc.	Idaho
Kyle, Inc.	Idaho

II.

The laws of the State of Idaho permit such merger.

III.

The name of the surviving corporation is Kyle, Inc., and it is to be governed by the laws of the State of Idaho.

IV.

A plan of merger was approved by the directors of the undersigned corporations effective October 31, 2003. A copy of said plan of merger is attached hereto as Exhibit "A" and by this reference made a part hereof.

V.

As to each corporation, the number of shares outstanding and entitled to vote on the plan of merger are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>No. of Shares Voted in Favor</u>
Valley Food Service, Inc.	500	500
Kyle, Inc.	50	50

IDaho SECRETARY OF STATE
11/03/2003 05:00
CK: 1944 CT: 4894 BH: 789635
1 @ 30.00 = 30.00 MERGER # 2

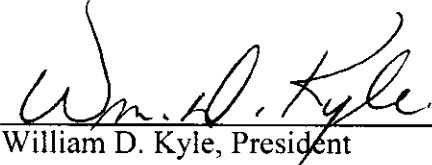
VI.

All of the outstanding stock of the merging corporation, Valley Food Service, Inc., and the surviving corporation, Kyle, Inc., voted in favor of the merger after proper notice and at a special meeting called for the purpose of approving the plan of merger.

VII.

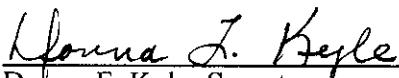
The effective date of this merger is November 1, 2003.

KYLE, INC.



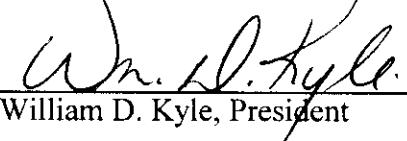
William D. Kyle, President

ATTEST:



Donna F. Kyle, Secretary

VALLEY FOOD SERVICE, INC.



William D. Kyle, President

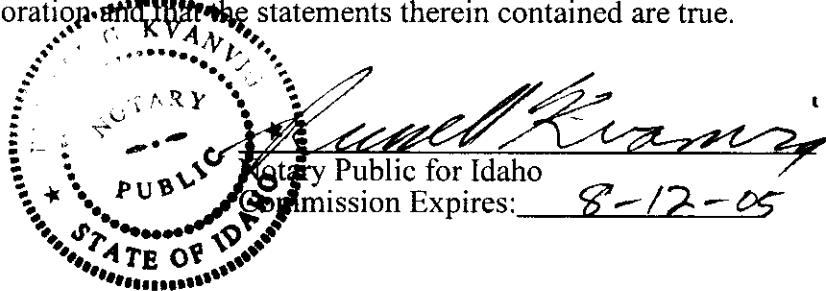
ATTEST:



Donna F. Kyle, Secretary

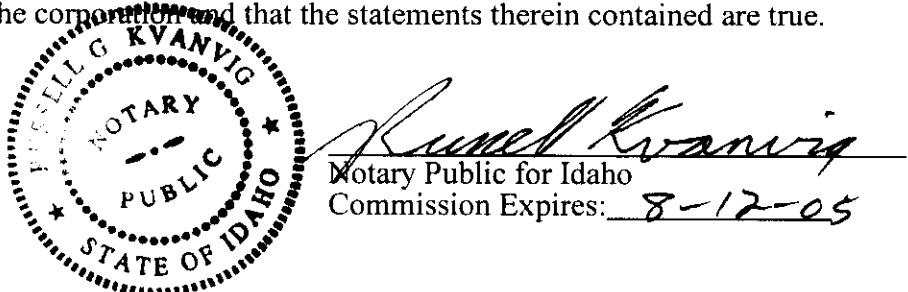
STATE OF IDAHO)
: ss.
County of TWIN FALLS)

I, Russell Kranz, a Notary Public, do hereby certify that on this 31 day of October, 2003, personally appeared before me William D. Kyle, who, being by me first duly sworn, declared that he is the President of KYLE, INC., that he signed the foregoing document as President of the corporation and that the statements therein contained are true.



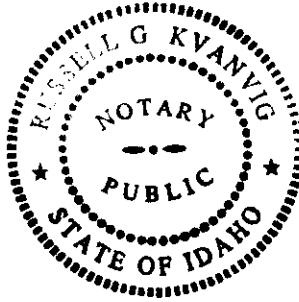
STATE OF IDAHO)
: ss.
County of TWIN FALLS)

I, Russell Kranz, a Notary Public, do hereby certify that on this 31 day of October, 2003, personally appeared before me Donna F. Kyle, who, being by me first duly sworn, declared that she is the Secretary of KYLE, INC., that she signed the foregoing document as Secretary of the corporation and that the statements therein contained are true.



STATE OF IDAHO)
County of TWIN FALLS) : ss.
)

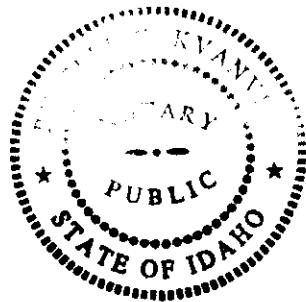
I, Russell Kvanvig a Notary Public, do hereby certify that on this 31 day of October, 2003, personally appeared before me William D. Kyle, who, being by me first duly sworn, declared that he is the President of VALLEY FOOD SERVICE, INC., that he signed the foregoing document as President of the corporation and that the statements therein contained are true.



Russell Kvanvig
Notary Public for Idaho
Commission Expires: 8-12-05

STATE OF IDAHO)
County of TWIN FALLS) : ss.
)

I, Russell Kvanvig, a Notary Public, do hereby certify that on this 31 day of October, 2003, personally appeared before me Donna F. Kyle, who, being by me first duly sworn, declared that she is the Secretary of VALLEY FOOD SERVICE, INC., that she signed the foregoing document as Secretary of the corporation and that the statements therein contained are true.



Russell Kvanvig
Notary Public for Idaho
Commission Expires: 8-12-05

PLAN AND AGREEMENT OF MERGER

OF

KYLE, INC.
(surviving corporation)

AND

VALLEY FOOD SERVICE, INC.
(merging corporation)

COPY

AGREEMENT OF MERGER, effective November 1, 2003, pursuant to Section 30-1-1105 of the General Corporation Law of the State of Idaho, between **Kyle, Inc.**, an Idaho corporation, and **Valley Food Service, Inc.**, an Idaho corporation.

WITNESSETH that:

WHEREAS, Valley Food Service, Inc. and Kyle, Inc., desire to merge.

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

FIRST: Valley Food Service, Inc., an Idaho corporation, hereby merges itself into Kyle, Inc., an Idaho corporation, and Kyle, Inc., shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Kyle, 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 Valley Food Service, Inc., into cash or other property shall be by transfer of all of the assets and liabilities of Valley Food Services, Inc., which assets and liabilities shall be placed on the books and

records of Kyle, Inc., and the outstanding stock of Valley Food Service, Inc., shall be cancelled. Additional shares of stock in Kyle, Inc., shall be issued to the shareholders in Valley Food Service, Inc., in proportion to the net value of the assets being transferred from Valley Food Service, Inc., to Kyle, Inc.

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

- (a) The by-laws of the surviving corporation as they shall exist on the effective date of this agreement shall be and remain the by-laws 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 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 October, 2003.
- (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 merged corporation shall be transferred to, vested in and devolved upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested 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 merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

(e) All corporate acts, plans, policies, contracts, approvals and authorizations of the merged 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 of the acts, plans, policies, contracts, approvals and authorizations of the surviving corporation and shall become the employees of the merged corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the merged corporation. Any employee plan or agreement of the merged corporation shall be adopted, effective and binding on the surviving corporation as the same were with respect to the merged 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 Kyle, Inc., have caused their presents to be executed by the President and attested by the Secretary of each party hereto.

KYLE, INC.

By W. D. Kyle
William D. Kyle, President

ATTEST:

Donna S. Kyle
Donna F. Kyle, Secretary

VALLEY FOOD SERVICE, INC.

By W. D. Kyle
William D. Kyle, President

ATTEST:

Donna S. Kyle
Donna F. Kyle, Secretary