

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 GOLDEN VALLEY TRANSPORTATION, INC., an Idaho corporation, into IDAHO FRESH-PAK, INC., an Idaho corporation, duly signed and verified 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: September 10, 1993



Pete T. Cenarrusa
SECRETARY OF STATE

By

Greg J. Clark

SEP 10 11 17 AM '93
SECRETARY OF STATE

ARTICLES OF MERGER
OF
GOLDEN VALLEY TRANSPORTATION, INC.
INTO
IDAHO FRESH-PAK, INC.

RECEIVED
SEC. OF STATE
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Pursuant to the provisions of Section 30-1-75 of the Idaho Business Corporation Act, Idaho Fresh-Pak, Inc., an Idaho corporation ("IFP") being the Surviving Corporation of IFP and Golden Valley Transportation, Inc. ("GVT") both being "Constituent Corporations" hereby adopts the following Article of Merger for the purpose of merging GVT into IFP:

FIRST: An Agreement and Plan of Merger (the "Plan"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, was approved by the Directors of each of GVT and IFP in the manner prescribed by the Idaho Business Corporation Act.

SECOND: As to each of the Constituent Corporations, the number of shares outstanding, and the designation and number of outstanding shares are as follows:

<u>Name of Corporation</u>	<u>Number of Share Outstanding</u>
Golden Valley Transportation, Inc. Common	4,100
Idaho Fresh-Pak, Inc. Common	16,813.5


All of the outstanding shares of GVT are owned by IFP. All of the shares of both GVT and IFP are of one class of common stock.

THIRD: A copy of the Agreement and Plan of Merger was hand delivered to the sole shareholder of GVT on the date executed by GVT as shown on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Surviving Corporation has caused these Articles of Merger to be executed in its name by its President and Secretary as of the ___ day of September, 1993.

IDAHO FRESH-PAK, INC.

By: Gale W. Clement
Gale W. Clement, President

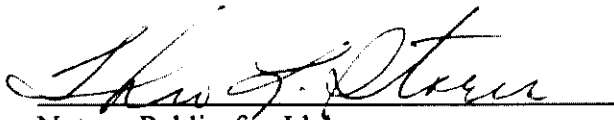
By: 
Ryan Clement, Secretary

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 1st day of September, 1993, before me, Theo L. Storer, a Notary Public in and for said State, personally appeared GALE W. CLEMENT and RYAN CLEMENT, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Idaho Fresh-Pak, Inc., and that Gale W. Clement signed the foregoing document as President of the corporation, and Ryan Clement signed the document as Secretary of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

(SEAL)


Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 4/13/99

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of the 1st day of September, 1993, by and between Idaho Fresh-Pak, Inc., an Idaho corporation (sometimes referred to hereinafter as "IFP"), and Golden Valley Transportation, Inc., an Idaho corporation (sometimes referred to hereinafter as "GVT") (IFP and GVT are sometime hereinafter referred to collectively as the "Constituent Corporations").

WITNESSETH:

WHEREAS, IFP and GVT are corporations duly organized and validly existing under the laws of the State of Idaho; and

WHEREAS, GVT is owned by IFP and conducts an interrelated business; and

WHEREAS, The Board of Directors of IFP and GVT believe that operating efficiencies, cost savings and other benefits will be achieved through a merger of said corporations; and

WHEREAS, The Board of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of their respective corporations and its shareholders that GVT be merged with and into IFP (the "Merger"), pursuant to Section 30-1-75, of Idaho Code Annotated, as amended, and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, The Board of Directors of each of the Constituent Corporations has by resolution duly approved and adopted this Agreement and Plan of Merger (the "Agreement") and has duly resolved that the same be submitted to a vote of the

Shareholders of each of such respective corporations in accordance with the applicable statutes of the State of Idaho.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the Idaho Business Corporation Act, the parties hereby agree and covenant as follows:

ARTICLE ONE

THE MERGER, THE SURVIVING CORPORATION AND THE EFFECTIVE DATE

GVT shall be merged with and into IFP, to form a single corporation on the Effective Date (hereinafter defined) of the Merger. IFP shall continue in existence as the corporation surviving the Merger and as such is hereinafter sometimes referred to as the "Surviving Corporation." The Surviving Corporation shall be governed by the laws of the State of Idaho. The "Effective Date" of the Merger shall be the date entered on the Certificate of Merger issued by the Secretary of State of the State of Idaho.

ARTICLE TWO

PLAN OF MERGER

The Plan of Merger is as follows:

2.01 Articles of Incorporation and Bylaws. The Articles of Incorporation of the Surviving Corporation presently in effect shall remain in full force and effect. The Bylaws of the Surviving Corporation presently in effect shall remain in full force and effect. Said Articles of Incorporation and Bylaws shall continue in effect as the Articles of Incorporation and Bylaws of the Surviving Corporation, unless and until amended or repealed in the manner provided by law and by said Articles of Incorporation and Bylaws.

2.02 Board of Directors and Officers of the Surviving Corporation. The Board of Directors and the Officers of the Surviving Corporation shall consist initially of those persons who are directors and officers of IFP immediately prior to the Effective Date of the Merger and such persons shall continue to hold office until the annual meeting of shareholders and directors of IFP, respectively, next succeeding the Effective Date of the Merger, or until the election and qualification of their respective successors.

2.03 Surrender of Certificates. After the Effective Date of the Merger, each holder of shares of GVT common stock outstanding immediately prior to the Effective Date of the Merger shall surrender for cancellation all certificates representing such shares to IFP or its agent designated for such purpose.

2.04 Transfer of Assets and Liabilities. On the Effective Date of the Merger, the Constituent Corporations shall become one corporation, which shall be Idaho Fresh-Pak, Inc., the Surviving Corporation, and the separate existence of GVT shall cease, except insofar as continued by statute. The Surviving Corporation shall possess all the rights, privileges, powers, franchises and immunities of a public, as well as of a private nature, and be subject to all of the restrictions, disabilities, and duties, of each of the Constituent Corporations. All property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to either of them, including subscriptions, if any, for shares, and all other things in action belonging to either of the Constituent Corporations, shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the Surviving Corporation, as of the Effective Date, without further act or deed. The Surviving Corporation shall thence forth be responsible

for all liabilities and obligations of each of the Constituent Corporations in the same matter as if the Surviving Corporation had itself incurred such liabilities and obligations. The liabilities of the Constituent Corporations and of their shareholders, directors, and officers, the rights of creditors or of any other persons dealing with any of the Constituent Corporations, and any liens upon the property of the Constituent Corporations (limited to the property subject thereto immediately prior to the Effective Date of the Merger) shall not be affected or impaired by the Merger. Any claims existing or action or proceeding pending by or against either Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place, all as provided under the laws of the State of Idaho.

The parties hereto agree that from time to time and as and when requested by the Surviving Corporation, or by its successors or assigns, to the extent permitted by law, the officers and directors of GVT, and the officers and directors of the Surviving Corporation are fully authorized in the name of the Surviving Corporation or GVT, as the case may be, or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to evidence the vesting, perfecting, confirmation in or assurance to the Surviving Corporation of its title to and possession of all of said property, rights, privileges, powers, franchises and immunities and otherwise to carry out the intent and purpose of this Agreement.

2.05 Accounting. The fiscal and taxable year of GVT shall terminate as of the Effective Date of the Merger and the books of account of GVT shall be closed as of said

date. The fiscal and taxable year of the Surviving Corporation shall be the same as that of IFP and shall continue without interruption as a result of the Merger, except as otherwise required by applicable law. The method of fiscal and tax accounting of the Surviving Corporation shall be the same as that of IFP, and the assets and liabilities of the Constituent Corporations as of the Effective Date of the Merger shall be taken up and carried on the books of the Surviving Corporation at the amounts at which they are carried on the books of the Constituent Corporations as of said date.

ARTICLE THREE

REPRESENTATIONS OF IFP AND GVT

3.01 Representations of IFP and GVT. IFP, with respect to itself, represents and warrants to GVT, and GVT, with respect to itself, represents and warrants to IFP, as follows:

(a) Each of IFP and GVT is a corporation duly organized, validly existing and in good standing under the laws of Idaho, with all requisite corporate power and authority to own and operate its assets and to carry on its business as it now does; and is not doing business and is thus not qualified to do business in any other jurisdiction.

(b) IFP has authority to issue Thirty Thousand (30,000) shares of common stock having no par value per share, and GVT has authority to issue Ten Thousand (10,000) shares of common stock having a par value of \$1.00 per share.

(c) There are issued and outstanding Sixteen Thousand Eight Hundred Thirteen and One-Half (16,813.5) shares of the common stock of IFP, all of which are fully paid and nonassessable. There are no outstanding warrants or options for the purchase of IFP shares.

(d) There are issued and outstanding Four Thousand One Hundred (4,100) shares of the common stock of GVT, all of which are fully paid and nonassessable. All of GVT's outstanding shares are owned by IFP. There are no outstanding warrants or options for the purchase of GVT shares.

ARTICLE FOUR

CORPORATE APPROVALS

4.01 Corporate Approvals.

(a) Prior to execution hereof, a majority of the Board of Directors of the Constituent Corporations have approved this Agreement and Plan of Merger in meetings duly called and held for such purpose.

(b) The proposed Merger need not be submitted to a vote of shareholders of either Constituent Corporation, because IFP owns all of the outstanding shares of GVT.

ARTICLE FIVE

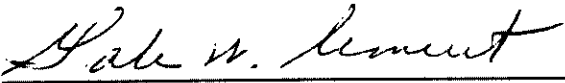
COUNTERPARTS

5.01 **Counterparts.** This Agreement is executed in three counterparts, each of which shall constitute an original.

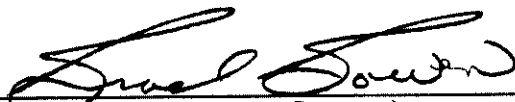
IN WITNESS WHEREOF, the Constituent Corporations, pursuant to and in conformity with the duly adopted resolutions of their respective Board of Directors, have

caused this Agreement to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, by their respective officers thereunder duly authorized, and have caused the same to be adopted by a majority of the Directors of each of the Constituent Corporations as of the date above recited. .

IDAHO FRESH-PACK, INC.

By: 
Gale W. Clement
President

GOLDEN VALLEY TRANSPORTATION, INC.

By: 
~~Todd R. Clement~~ BRAD BOWEN
President