

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated the 3th day of February, 1967, by and between IDAHO FRESH-PAK, INC., a corporation organized and existing under the laws of the State of Idaho (hereinafter sometimes referred to as the surviving corporation), Party of the First Part, and IDAHO FRESH-PAK POTATOES, INC., a corporation organized and existing under the laws of the State of Idaho (hereinafter sometimes referred to as the constituent corporation), Party of the Second Part:

W I T N E S S E T H:

WHEREAS, the Articles of Incorporation of Idaho Fresh-Pak, Inc., were filed in the office of the Secretary of State of Idaho on the 6th day of May, 1960, and Idaho Fresh-Pak, Inc., has an authorized stock of thirty thousand shares of common stock, par value \$10.00 per share, of which 9,741 shares have been validly issued and are now outstanding, and

WHEREAS, the Articles of Incorporation of Idaho Fresh-Pak Potatoes, Inc., were filed in the office of the Secretary of State of Idaho on the 6th day of May, 1960, and Idaho Fresh-Pak Potatoes, Inc., has an authorized capital stock of ten thousand shares of common stock, par value \$10.00 per share, of which 535 shares have been validly issued and are now outstanding, and it is engaged in the buying, selling and trading in either the raw form or in cooked and processed form, potatoes, onions, vegetables, and other agricultural products of all kinds, and

WHEREAS, Section 30-151 of I.C.A. authorizes the merger of a corporation organized under the laws of Idaho into a corporation organized and existing under the laws of Idaho, and

WHEREAS, the Board of Directors of each of said corporations, parties hereto, to the end that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished do deem it advisable and generally to the advantage and

welfare of said corporations and their respective stockholders that the surviving corporation merge into itself the constituent corporation;

NOW, THEREFORE, the surviving corporation and the constituent corporation, by and between their respective Boards of Directors, have agreed and do hereby agree with each other that the surviving corporation merge into itself the constituent corporation, and that the constituent corporation shall be merged into the surviving corporation, pursuant to the provisions of Section 30-151 I.C.A., and do hereby agree upon and describe the terms and conditions of said merger and of carrying the same into effect as follows:

FIRST: Idaho Fresh-Pak Potatoes, Inc., the constituent corporation, shall be and hereby is merged into Idaho Fresh-Pak, Inc., the surviving corporation and Idaho Fresh-Pak, Inc., the surviving corporation hereby merges Idaho Fresh-Pak Potatoes, Inc., into itself.

Idaho Fresh-Pak, Inc., shall be the surviving corporation, and shall be governed by the laws of the State of Idaho.

SECOND: The Articles of Incorporation of Idaho Fresh-Pak, Inc., as amended prior to the date hereof are set forth in Exhibit "A" attached hereto. Exhibit "A" is hereby made a part of this agreement and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as if herein set forth in full. Exhibit "A" sets forth the facts required to be set forth in the Articles of Incorporation of a corporation incorporated under the laws of the State of Idaho. Exhibit "A" shall constitute the Articles of Incorporation of the surviving corporation, and, until amended, may be separately certified as such by the Secretary of State of Idaho.

THIRD: The manner of converting the outstanding shares of the capital stock of the constituent corporation into the shares or other securities of the surviving corporation shall be as set forth in Exhibit "B" attached hereto.

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

(a) The By-laws of Idaho Fresh-Pak, Inc., the

surviving corporation, as they shall exist on the effective date of the merger described herein, shall be the By-laws of the corporation, until altered, amended, or repealed as therein provided.

(b) The present Directors and officers of the surviving corporation shall be and remain the Directors and officers of the corporation and shall hold office until their respective successors shall be elected and shall qualify.

(c) The surviving corporation shall pay all the expenses of carrying this agreement into effect and of accomplishing the merger.

(d) Unless and until otherwise determined by the Board of Directors of the surviving corporation, all pension and retirement plans of the constituent corporation and all other plans, agreements, or arrangements of the constituent corporation relating to its employees, or any of them, in force and effect at the date of the merger, shall be effective with respect to the surviving corporation in the same manner as if adopted or made by it, and shall be applicable to the persons who would have been covered thereby if the merger herein provided for were not effected.

(e) Neither of the corporations party to this agreement shall issue or sell, or issue rights to subscribe to, any shares of its capital stock prior to the effective date of the merger.

(f) Neither of the corporations, parties to this agreement, shall incur, prior to the effective date of the merger, any obligation not within the express contemplation of this agreement, whether by contract or otherwise, except pursuant to the existing agreements and arrangements and except in the ordinary course of business, nor dispose of any material portion of its business or property.

(g) Upon the effective date of the merger herein provided for, the separate existence of Idaho Fresh-Pak Potatoes, Inc., shall cease and Idaho Fresh-Pak, Inc., shall possess all of the rights, privileges, powers and franchises as well of public as of private

nature, and shall be subject to all of the restrictions, disabilities, and duties of each of the corporations parties to this agreement, and all and singular the rights, privileges, powers and franchises of each of the corporations, parties to this agreement, and all property, real, personal and mixed, and all debts due to either of the corporations, parties to this agreement on whatever account shall be vested in the corporation; and all property, rights, privileges, powers and franchises, in all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the respective corporations parties to this agreement; that all rights of creditors and all liens upon any property of either of the corporations parties to this agreement shall be preserved unimpaired and all debts, liabilities and duties of the respective corporations parties to this agreement shall thenceforth attach to the surviving corporation and may be enforced against it as if said debts, liabilities and duties had been incurred or contracted by it.

(h) If, at any time the corporation shall consider or be advised that any credit assignments or assurances in law or any things are necessary or desirable to vest in the corporation, according to the terms thereof, the title to any property or rights of Idaho Fresh-Pak Potatoes, Inc., the proper officers and Directors of Idaho Fresh-Pak Potatoes, Inc., shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the corporation, and otherwise to carry out the purposes of this agreement.

(i) Upon the effective date of the merger, the assets and liabilities of the corporations parties to this agreement shall be carried on the books of the surviving corporation at the amounts at which they respectively shall be carried on such date on the books of the corporations parties to this agreement. The capital surplus and earned surplus of the corporation shall be the sum of the respective capital surpluses and earned surpluses of the corporations

parties to this agreement, subject in each case to such inter-company adjustments or eliminations as may be required to give effect to the merger. The aggregate amount of the net assets of the corporations parties to this agreement which was legally available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the surviving corporation.

FIFTH: This agreement shall be filed in the office of the Secretary of State of Idaho, and copies thereof duly certified by the Secretary of State shall be filed in the records of Jefferson County, Idaho. Upon the date of such filing of this agreement in the office of the Secretary of State of Idaho, the merger herein provided for shall be and become effective, and such date shall be the "effective date" of such merger.

IN WITNESS WHEREOF, Idaho Fresh-Pak, Inc., pursuant to the authority duly given by its Board of Directors has caused this agreement to be executed by its Directors and its corporate seal to be affixed.

IDAHO FRESH-PAK, INC.

By *Gale W. Clement*
GALE W. CLEMENT

T. Ross Clement
T. ROSS CLEMENT

A. Vernon Ball
A. VERNON BALL

Ronald J. Ball
RONALD J. BALL

Charles Lau
CHARLES LAU

Ira J. Taylor
IRA J. TAYLOR

Glenn Stanger
GLENN STANGER

(CORPORATE SEAL)

ATTEST:

Glenn Stanger
GLENN STANGER, Secretary

IN WITNESS WHEREOF, Idaho Fresh-Pak Potatoes, Inc., pursuant to authority duly given by its Board of Directors, has caused this agreement to be duly executed by its Directors and its corporate seal to be affixed.

IDAHO FRESH-PAK POTATOES, INC.

By *Gale W. Clement*
GALE W. CLEMENT

T. Ross Clement
T. ROSS CLEMENT

A. Vernon Ball
A. VERNON BALL

Ronald J. Ball
RONALD J. BALL

Charles Lau
CHARLES LAU

(CORPORATE SEAL)

Ira J. Taylor
IRA J. TAYLOR

Glenn Stanger
GLENN STANGER

ATTEST:

Glenn Stanger
GLENN STANGER, Secretary

The undersigned, Glenn Stanger, Secretary of IDAHO FRESH-PAK, INC., one of the corporations mentioned in the within agreement of merger, on behalf of said corporation, certifies as follows:

The within Agreement of Merger has been submitted to the stockholders of said corporation at a meeting of said stockholders in accordance with the laws of the State of Idaho on the 13th day of February, 1968, and by resolution adopted by a vote of two-thirds of the voting power of all shareholders of said corporation for the adoption of said agreement and voted therefor. Such resolution has been placed in the minute book of the corporation.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of the corporation this 13th day of February, 1968.

(CORPORATE SEAL)



GLENN STANGER, Secretary

The undersigned, Glenn Stanger, Secretary of IDAHO FRESH-PAK POTATOES, INC., one of the corporations mentioned in the within Agreement of Merger, on behalf of said corporation, certifies as follows:

The within Agreement of Merger has been submitted to the stockholders of said corporation by a resolution adopted at a meeting of the shareholders, in accordance with the laws of the State of Idaho on the 13th day of February, 1968, and by said resolution adopted at such shareholders' meeting, the holders of two-thirds of the voting power of all shareholders of said corporation voting for the adoption of said agreement. Such resolution has been placed in the minute book of the corporation.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of the corporation this 13th day of February, 1968.

(CORPORATE SEAL)



GLENN STANGER, Secretary

The within Agreement of Merger, adopted by IDAHO FRESH-PAK, INC., and IDAHO FRESH-PAK POTATOES, INC., is hereby executed by said corporations, respectively.

IN WITNESS WHEREOF, this Agreement has been signed by the President and Secretary of IDAHO FRESH-PAK, INC., the 13th day of February, 1968, and by the President and the Secretary of IDAHO FRESH-PAK POTATOES, INC., the 13th day of February, 1968, under the respective corporate seals thereof, and has been duly acknowledged by the President of IDAHO FRESH-PAK, INC., and by the President of IDAHO FRESH-PAK POTATOES, INC.

IDAHO FRESH-PAK, INC.

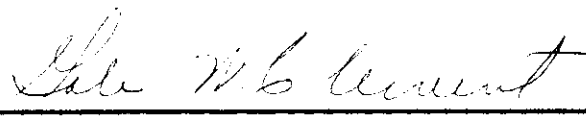
(CORPORATE SEAL)

ATTEST:



GLENN STANGER

Secretary

By 

President

IDAHO FRESH-PAK POTATOES, INC.

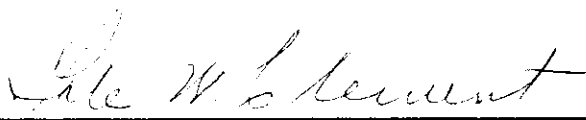
(CORPORATE SEAL)

ATTEST:



GLENN STANGER

Secretary

By 

President

STATE OF IDAHO)
County of Southern) ss.

On this 13th day of February, 1968, before me, a Notary Public for the State of Idaho, personally appeared GALE W. CLEMENT and GLENN STANGER, the President and Secretary, respectively, of IDAHO FRESH-PAK, INC., known to me to be the persons whose names are subscribed to the within agreement of merger, and acknowledged to me that they executed the same for and on behalf of said corporation to be the act, deed and agreement of said corporation.

[Signature]
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires 3-17-69

(SEAL)

STATE OF IDAHO)
County of Southern) ss.

On this 13th day of February, 1968, before me, a Notary Public for the State of Idaho, personally appeared GALE W. CLEMENT and GLENN STANGER, the President and Secretary, respectively, of IDAHO FRESH-PAK POTATOES, INC., known to me to be the persons whose names are subscribed to the within agreement of merger, and acknowledged to me that they executed the same for and on behalf of said corporation to be the act, deed and agreement of said corporation.

[Signature]
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires 3-17-69

(SEAL)

FRESH-PAK MERGER
STOCK WORKSHEET
USING BOOK VALUE AT AUGUST 31, 1967

	<u>IDAHO FRESH-PAK POTATOES, INC.</u>		
	<u>Percent of</u>		<u>Percent of</u>
	<u>Ownership</u>	<u>Book Value</u>	<u>Ownership</u>
Nenan Produce Co.	14	22,366.54	.0262
George L. Hart	3	4,796.94	.0055
A. Vernon Ball	38	60,709.18	.0710
Leland W. Ball	23	36,745.03	.0430
Ronald J. Ball	23	36,745.03	.0430
Hancock & Clifford Produce	7	11,183.27	.0131
Ira J. Taylor	36	57,513.96	.0673
Charles Lau	36	57,513.96	.0673
Hollis D. Clement	7	11,183.27	.0131
Howard Taylor	7	11,183.27	.0131
Ivan L. Ashmet	7	11,183.27	.0131
Hautes Produce Co.	14	22,366.54	.0262
Ronald L. Walker	14	22,366.54	.0262
D. G. Taylor	36	57,513.96	.0673
Glenn Stanges	36	57,513.96	.0673
LeRoy Stanges	36	57,513.96	.0673
W. A. Clement	7	11,183.27	.0131
W. C. Olsen Investment Co.	36	57,513.96	.0673
Elwood Clifford	7	11,183.27	.0131
Gale W. Clement	14	22,366.54	.0262
T. Ross Clement	14	22,366.54	.0262
J. Neal Erickson	7	11,183.27	.0131
Menan Corp.	14	22,366.54	.0262
Capri, Inc.	7	11,183.27	.0131
Gale W. Clement	19	30,354.59	.0354
T. Ross Clement	19	30,354.59	.0354
Lyle D. Taylor	19	30,354.59	.0354
Joe Gardner	7	11,183.27	.0131
Warren Denning	14	22,366.54	.0262
Idaho Food Sales Corp.	<u>14</u>	<u>22,366.54</u>	<u>.0262</u>
Subtotal	535	<u>854,725.46</u>	<u>100.0000</u>
Add stock repurchased for Treasury stock	<u>36</u>		
Total issued at 10.00 par value	<u>571</u>		
Book value at 8/31/67		860,075.46	
Less dividend for stockholders of record 8/31/67 10.00 per share		<u>5,350.00</u>	
Net value		<u>854,725.46</u>	
Book value per share		<u>1,597.61</u>	

OWNERSHIP COMBINED COMPANIES

FRESH-PAK PROCESSORS, INC.							
Percent of Ownership	Book Value	Percent of Ownership	Total Book Value	New Shares	Total Shares	% of Book	% of Shares
158	15,712.20	.0265	38,078.74	364	622	.0263	.0263
51	3,152.15	.0052	7,949.09	78	129	.0055	.0055
689	41,960.10	.0707	102,669.28	988	1,677	.0709	.0709
431	26,247.90	.0442	62,992.93	598	1,029	.0437	.0437
431	26,247.90	.0442	62,992.93	598	1,029	.0437	.0437
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
646	39,341.40	.0664	96,855.36	936	1,582	.0669	.0669
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
346	21,071.40	.0355	51,425.99	494	840	.0355	.0355
346	21,071.40	.0355	51,425.99	494	840	.0355	.0355
346	21,071.40	.0355	51,425.99	494	840	.0355	.0355
129	7,856.10	.0132	19,039.37	182	311	.0131	.0131
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
258	15,712.20	.0265	38,078.74	364	622	.0263	.0263
9,741	<u>593,273.15</u>	<u>100.0000</u>	<u>1,447,998.61</u>	<u>13,910</u>	<u>23,651</u>	<u>100.0000</u>	<u>100.0000</u>
646							
<u>10,387</u>							
	690,683.15						
	<u>97,410.00</u>						
	<u>593,273.15</u>						
	<u>60.90</u>						
			<u>61.22</u>				

FRESH-PAK MERGER
STOCK WORKSHEET
USING BOOK VALUE AT AUGUST 31, 1967

EXHIBIT B
(Cont.)

IV. OWNERSHIP SCHEDULE

	PRESENT OWNERSHIP FRESH-PAK <u>PROCESSORS, INC.</u>	ADDITIONAL SHARES AT 26 FOR 1 <u>IDAHO-FRESH-PAK</u>	<u>TOTAL</u>
Menan Produce Co.	258	364	622
George L. Hart	51	78	129
A. Vernon Ball	689	988	1,677
Leland W. Ball	431	598	1,029
Ronald J. Ball	431	598	1,029
Hancock & Clifford Produce	129	182	311
Ira J. Taylor	646	936	1,582
Charles Lau	646	936	1,582
Hollis D. Clement	129	182	311
Howard Taylor	129	182	311
Ivan L. Ashmet	129	182	311
Hautes Produce Co.	258	364	622
Ronald L. Walker	258	364	622
D. G. Taylor	646	936	1,582
Glenn Stanges	646	936	1,582
LeRoy Stanges	646	936	1,582
W. A. Clement	129	182	311
W. C. Olsen Investment Co.	646	936	1,582
Elwood Clifford	129	182	311
Gale W. Clement	258	364	622
T. Ross Clement	258	364	622
J. Neal Erickson	129	182	311
Menan Corp.	258	364	622
Capri, Inc.	129	182	311
Gale W. Clement	346	494	840
T. Ross Clement	346	494	840
Lyle D. Taylor	346	494	840
Joe Gardner	129	182	311
Warren Denning	258	364	622
Idaho Food Sales Corp.	258	364	622
	<u>9,741</u>	<u>13,910</u>	<u>23,651</u>

V. COMBINED COMPANIES CAPITAL SECTION

Capital stock 23,651 shares @ 10.00		236,510.00
Paid-in surplus:		
Balance at 8/31/67 Processors	6,031.43	
Additional paid in exchange 535 @ 14.21	<u>7,602.35</u>	13,633.78
Retained earnings:		
Combined companies	1,449,826.01	
Less: Dividends	102,760.00	
Capitalized earnings on merger	134,529.09	
Treasury stock cancelled	<u>14,682.09</u>	<u>1,197,854.83</u>
Total capital combined companies		<u>1,447,998.61</u>

FRESH-PAK MERGER
STOCK WORKSHEET
USING BOOK VALUE AT AUGUST 31, 1967

EXHIBIT B

I. BASIS OF EXCHANGE

Book value of each corporation stock at the last audit date August 31, 1967 reduced by the dividend declared in September 1967 to stockholders of record on August 31, 1967 as follows:

	<u>IDAHO FRESH- PAK POTATOES INC.</u>	<u>FRESH-PAK PROCESSORS, INC.</u>	<u>COMBINED</u>
Capital stock	5,710.00	103,870.00	109,580.00
Paid-in surplus	3.26	6,031.43	6,034.69
Retained earnings	855,137.28	594,688.73	1,449,826.01
Treasury stock	<u>(775.08)</u>	<u>(13,907.01)</u>	<u>(14,682.09)</u>
	860,075.46	690,683.15	1,550,758.61
Less dividend	<u>(5,350.00)</u>	<u>(97,410.00)</u>	<u>(102,760.00)</u>
Total	<u>854,725.46</u>	<u>593,273.15</u>	<u>1,447,998.61</u>
Book value per share	<u>1,597.61</u>	<u>60.90</u>	

II. EXCHANGE RATE

Book value per share Idaho Fresh-Pak Potatoes, Inc.	1,597.61
Divided by book value Fresh-Pak Processors, Inc.	60.90
	<u>26</u>
26 share of Fresh-Pak Processors, Inc. @ 60.90	1,583.40
1 share of Idaho Fresh-Pak Potatoes, Inc. @ 1,597.61	<u>1,597.61</u>
Exchange differential per old share	<u>(14.21)</u>

III. EXCHANGE RESULT

Per share percentage of ownership in the combined companies will be the same as each share owners book value in the individual companies added together bear to the combined book value.