

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24<sup>th</sup> day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and LOW COST MARK-IT CO., an Idaho corporation ("Mark-It"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and Mark-It deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that Mark-It be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and Mark-It agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, Mark-It shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF MARK-IT INTO IFS. Upon the Merger Date, as defined in Section 5 below, Mark-It shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of Mark-It shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against Mark-It at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of Mark-It shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or Mark-It, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

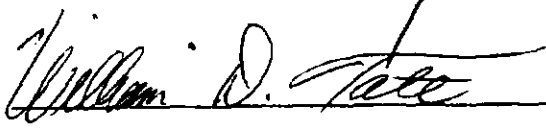
of Mark-It or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.

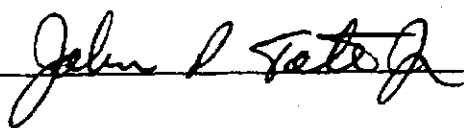
(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than Mark-It and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24<sup>th</sup> day of November, 1976.

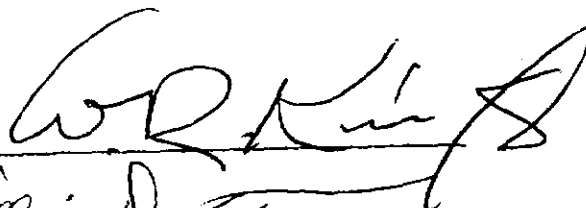
INTERMOUNTAIN FOOD STORES, INC.

  
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LOW COST MARK-IT CO.

  
\_\_\_\_\_  
William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24th day of November, 1976.

  
\_\_\_\_\_

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
LOW COST MARK-IT CO.  
(an Idaho corporation)

I, W. R. Kiek, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Low Cost Mark-It Co., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
with Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24th day of November, 1976.

W. R. Kiek

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and Low Cost Mark-It Co., have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24<sup>th</sup> day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By John P. Tate  
President

ATTEST:

William D. Tate  
Secretary

LOW COST MARK-IT CO.

By John P. Tate  
President

ATTEST:

W.R. King  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24th day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24th day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and W. R. Kirk, known to me to be the President and Secretary respectively of Low-Cost Mark-It Co., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24<sup>th</sup> day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and M & W MARKET NO. 2, INC., an Idaho corporation ("M & W"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and M & W deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that M & W be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and M & W agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, M & W shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF M & W INTO IFS. Upon the Merger Date, as defined in Section 5 below, M & W shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of M & W shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against M & W at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of M & W shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

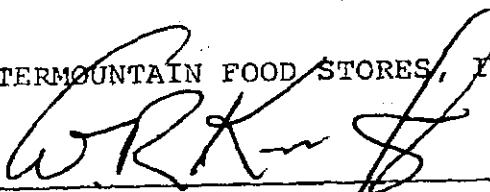


(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or M & W, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

of M & W or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.

(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than M & W and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24<sup>th</sup> day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

  
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M & W MARKET NO. 2, INC.

W. R. King  
William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24th day of November, 1976.

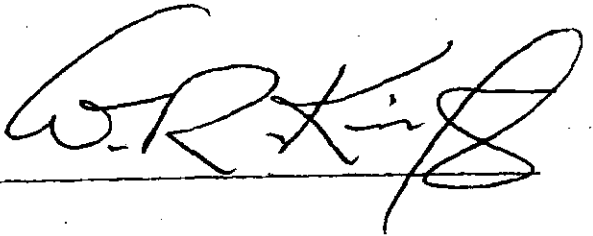
William D. Tate

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
M & W MARKET NO. 2, INC.  
(an Idaho corporation)

I, W. R. Kirk, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
M & W Market No. 2, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
with Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24<sup>th</sup> day of November, 1976.



A handwritten signature in dark ink, appearing to read 'W. R. Kirk', is written over a horizontal line.

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and M & W Market No. 2, Inc. have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24<sup>th</sup> day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By   
President


ATTEST:

  
Secretary

M & W MARKET NO. 2, INC.

By   
President

ATTEST:

  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24th day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam G. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24th day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and W. R. Kirk, known to me to be the President and Secretary respectively of M & W Market No. 2, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam G. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24<sup>th</sup> day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and M & W MARKET NO. 5, INC., an Idaho corporation ("M & W"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and M & W deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that M & W be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and M & W agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, M & W shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF M & W INTO IFS. Upon the Merger Date, as defined in Section 5 below, M & W shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of M & W shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against M & W at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of M & W shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

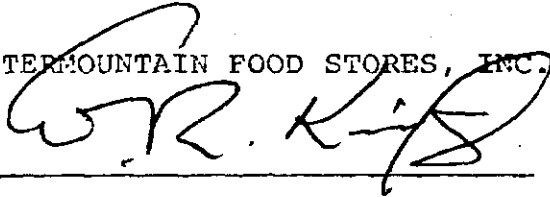
(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or M & W, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

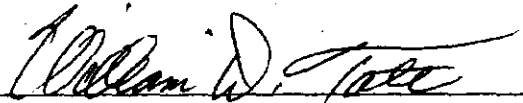
of M & W or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.


(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than M & W and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24<sup>th</sup> day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

  
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M & W MARKET NO. 5, INC.

W.R. Kist  
William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24<sup>th</sup> day of November, 1976.

William D. Tate

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
M & W MARKET NO. 5, INC.  
(an Idaho corporation)

I, W. R. Kirk, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
M & W Market No. 5, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
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IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24<sup>th</sup> day of November, 1976.



A handwritten signature in cursive script, appearing to read 'W. R. Kirk', is written over a horizontal line.

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and M & W Market No. 5, Inc. have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By John P. Tate  
President

ATTEST:

William D. Tate  
Secretary

M & W MARKET NO. 5, INC.

By John P. Tate  
President

ATTEST:

W. R. King  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
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County of Ada )

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Pam A. Nelson  
Notary Public for Idaho  
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## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24 day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and M & W MARKET NO. VI, INC., an Idaho corporation ("M & W"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and M & W deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that M & W be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and M & W agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, M & W shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF M & W INTO IFS. Upon the Merger Date, as defined in Section 5 below, M & W shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of M & W shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against M & W at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of M & W shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or M & W, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

of M & W or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.

(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than M & W and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

W. R. K. [Signature]

William D. Tate

John P. Tate

M & W MARKET NO. VI, INC.

G.R. King  
William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

William D. Tate

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
M & W MARKET NO. VI, INC.  
(an Idaho corporation)

I, W. R. Kirk, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
M & W Market No. VI, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
with Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

W. R. Kirk

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and M & W Market No. VI, Inc., have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By John P. Tate  
President

ATTEST:

William D. Tate  
Secretary

M & W MARKET NO. VI, INC.

By John P. Tate  
President

ATTEST:

W R King  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Sr. and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and W. R. Kirk, known to me to be the President and Secretary respectively of M & W Market No. VI, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

## AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24 day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and M & W MARKET NO. VIII, INC., an Idaho corporation ("M & W"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and M & W deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that M & W be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and M & W agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, M & W shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF M & W INTO IFS. Upon the Merger Date, as defined in Section 5 below, M & W shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of M & W shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against M & W at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of M & W shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

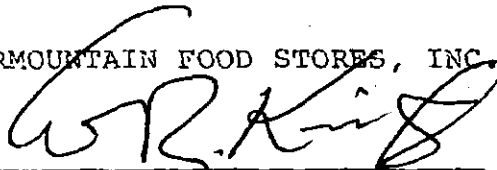
(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or M & W, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

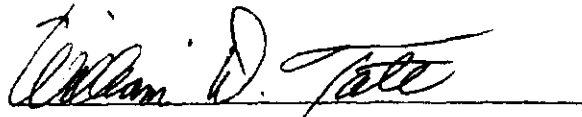
of M & W or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.

(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than M & W and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

  
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M & W MARKET NO. VIII, INC.

G.R.K. - D  
William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

William D. Tate

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
M & W MARKET NO. VIII, INC.  
(an Idaho corporation)

I, W. R. Kierk, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
M & W Market No. VIII, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
with Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

W. R. Kierk

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and M & W Market No. VIII, Inc. have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By John P. Tatt  
President

ATTEST:

William D. Tatt  
Secretary

M & W MARKET NO. VIII, INC.

By John P. Tatt  
President

ATTEST:

W.R. Kip  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and W. R. Kirk, known to me to be the President and Secretary respectively of M & W Market No. VIII, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made the 24 day of November, 1976, by and between INTERMOUNTAIN FOOD STORES, INC., an Idaho corporation ("IFS"), and M & W MARKET NO. XI, INC. an Idaho corporation ("M & W"), such corporations being hereinafter sometimes collectively called the "Constituent Corporations."

The respective boards of directors of IFS and M & W deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that M & W be merged with and into IFS upon the terms and subject to the conditions hereinafter provided, and such boards of directors have approved and adopted this Agreement of Merger.

NOW, THEREFORE, IFS and M & W agree that pursuant to the applicable law of Idaho and subject to the terms and conditions hereinafter set forth, M & W shall be merged into IFS and that the terms and conditions of such merger, including the mode of carrying the same into effect and the manner of converting the shares of the Constituent Corporations, shall be as follows:

1. MERGER OF M & W INTO IFS. Upon the Merger Date, as defined in Section 5 below, M & W shall be merged into IFS. IFS shall be the surviving corporation and shall continue to be governed by the laws of the State of Idaho. IFS, as such

surviving corporation, is hereinafter sometimes referred to as the "Surviving Corporation."

2. SURVIVING CORPORATION.

(a) Certificate of Incorporation. From and after the Merger Date, the Articles of Incorporation of IFS in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be further amended in accordance with law. The Surviving Corporation reserves the right to amend, alter, change or repeal after the merger any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of IFS as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be duly amended.

(c) Directors. The directors of the Surviving Corporation shall be as hereinafter set forth and shall serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are elected and qualified:

William D. Tate

T. James Weaver

John P. Tate

James Ludwig

Wilbur Kirk

3. EFFECT OF MERGER. Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the law of Idaho. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date, the separate existence of M & W shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties of the respective Constituent Corporations shall thence forth 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 action or proceeding pending by or against M & W at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

4. TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS.

(a) Forthwith upon the Merger Date, the shares of the \$.10 par value common stock of IFS outstanding immediately prior to the Merger Date shall continue to be outstanding shares of the \$.10 par value common stock of IFS, the Surviving Corporation.

(b) The outstanding common stock of M & W shall on the Merger Date be automatically cancelled and surrendered to IFS.

5. EFFECTIVE DATE OF MERGER. The merger shall become effective on, and the "Merger Date" shall mean for the purpose of this Agreement of Merger, November 26, 1976.

6. MISCELLANEOUS.

(a) Any of the provisions of this Agreement of Merger may be waived or modified at any time prior to or after the vote hereon of shareholders of IFS or M & W, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement of Merger, provided that any such waiver or modification after the vote of the shareholders

of M & W or IFS shall not, in the judgment of the board of directors of the affected Constituent Corporation, affect materially and adversely the benefits of such Constituent Corporation or its shareholders intended under this Agreement of Merger.

(b) Nothing expressed or implied in this Agreement of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than M & W and IFS and the shareholders of such corporations any rights or remedies under or by reason of this Agreement of Merger.

IN WITNESS WHEREOF, the undersigned directors, being a majority of the Boards of Directors of each of the said Constituent Corporations and having voted in favor of entering into the foregoing Merger Agreement, hereunto sign their names and cause the corporate seals of the respective Constituent Corporations to be affixed on the 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

W. R. Kniff

William D. Tate

John P. Tate

M & W MARKET NO. XI, INC.

G. R. King

William D. Tate

CERTIFICATE OF SECRETARY OF  
INTERMOUNTAIN FOOD STORES, INC.  
(an Idaho corporation)

I, William D. Tate, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
Intermountain Food Stores, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the issued  
and outstanding stock of said corporation in accordance with  
Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

William D. Tate

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY OF  
M & W MARKET NO. XI, INC.  
(an Idaho corporation)

I, W. R. Kirk, do hereby certify that  
I am the duly elected, qualified and acting secretary of  
M & W Market No. XI, Inc., an Idaho corporation, and  
as such am in charge of its corporate records and seal; and  
that the Agreement of Merger to which this certificate is  
attached has been duly adopted by the board of directors of  
said corporation and by the holders of all (100%) of the  
issued and outstanding stock of said corporation in accordance  
with Section 30-152(2), Idaho Code.

IN WITNESS WHEREOF, I have hereunto affixed my  
signature and the corporate seal of said corporation this  
24 day of November, 1976.

W. R. Kirk

[CORPORATE SEAL]

IN WITNESS WHEREOF, the duly authorized officers of Intermountain Food Stores, Inc. and M & W Market No. XI, Inc. have duly executed the foregoing Agreement of Merger so adopted and certified and have affixed hereto the respective corporate seals of said corporations on this 24 day of November, 1976.

INTERMOUNTAIN FOOD STORES, INC.

By John P. Tate  
President

ATTEST:

William D. Tate  
Secretary

M & W MARKET NO. XI, INC.

By John P. Tate  
President

ATTEST:

W. R. K. A.  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and William D. Tate, known to me to be the President and Secretary respectively of Intermountain Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of November, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, Jr. and W. R. Kirk, known to me to be the President and Secretary respectively of M & W Market No. XI, Inc., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Pam A. Nelson  
Notary Public for Idaho  
Residing at Boise, Idaho.