



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

LOUIS E. CLAPP
I, ~~ANNAL WILLIAMS~~, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

LODHA STERLING INCORPORATED,

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Twenty-sixth** day of **September**, **19 66**, original articles of amendment, as provided by Section **s 30-146, 30-147, 30-151 and 30-152, Idaho Code**, merging **LOCAL GROCERY WHOLESALE, INC., an Idaho corporation, with and into LODHA STERLING INCORPORATED, the latter being the surviving corporation,**

and that the said articles of amendment contain the statement of facts required by law, and ~~are~~ **will be** recorded on **Film No. Microfilm** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **26th** day of **September**, **A. D., 1966**.

Secretary of State

MERGER AGREEMENT

AGREEMENT dated as of this 9th day of May, 1966, between LODHA STERLING, INCORPORATED, and a majority of the Directors thereof, and LOCAL GROCERY WHOLESALE, INC., and a majority of the Directors thereof;

WHEREAS, each and every corporation set forth in this Agreement is respectively organized under the laws of the State of Idaho; and

WHEREAS, the total number of shares of stock which LoDha Sterling, Incorporated is authorized to issue is 65,000 shares with par value of \$5.00 per share Common Stock and 41,013 shares are issued and outstanding; and

WHEREAS, the total number of shares of stock which Local Grocery Wholesale, Inc. is authorized to issue 250 shares with par value of \$100.00 per share Common Stock and 140 shares are issued and outstanding; and

WHEREAS, the parties desire that each of the participating corporations to this Agreement be merged into one corporation known as LoDha Sterling, Incorporated;

NOW in consideration of the plans and of the mutual premises and covenants herein contained, it is hereby agreed between the parties hereto acting and pursuant of the provisions of Title 30 of the Idaho Code relating to corporations and for all acts supplemental thereto and mandatory thereof that the said corporations shall be merged into LoDha Sterling, Incorporated, a single corporation (hereinafter referred to as the "Corporation"); that the parties referred to (hereinafter sometimes referred to as the "constituent corporations") hereby agree to and prescribe to the terms and conditions of such merger, the mode of carrying the same into effect and state such facts required or permitted by the provisions of Title 30 to be set out in certificate of incorporation as can be stated in the case of a merger in such form as the circumstances of the case require, as well as the manner of converting shares of each of the constituent corporations into shares or other securities of the surviving corporation, with other details and provisions deemed necessary.

First: That Local Grocery Wholesale, Inc. shall be merged into LoDha Sterling, Incorporated and the corporate existence of Local Grocery

Wholesale, Inc. shall cease to exist and the corporate existence of "LoDha Sterling, Incorporated" shall continue and the name of LoDha Sterling, Incorporated, a corporation.

Second: The principal office of the Corporation in the State of Idaho is located at 301 Roosevelt Avenue in the City of Pocatello, County of Bannock. The name of the resident agent therein and in charge thereof is Grey M. Jensen, whose address is 301 Roosevelt Avenue in the City of Pocatello, County of Bannock.

Third: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the Corporation are as follows:

1. To manufacture, buy, sell and deal in Food Products and Services and any and all other manufactured products and the raw materials thereof, and all articles made or derived therefrom.
2. To carry on a general manufacturing business, including the purchase of raw materials, the erection and operation of factories, the manufacture of goods of every description, and the sale thereof at wholesale or retail.
3. To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign, and transfer, or otherwise dispose of, trade in, and deal with goods, wares and merchandise, and real and personal property of every description, including lands, buildings, business concerns and undertakings, mortgages, shares, stocks, debentures, securities and concessions.
4. To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise acquire, use or dispose of, letters patent of the United States or of any foreign country, patents, patent rights, licenses, privileges, inventions, improvements, processes, trade-marks, trade names, relating to or useful in connection with any business of this Corporation.
5. To enter into, make, perform and carry out contracts of every kind for any lawful purpose, without limit as to amount, with any government or department thereof, or with any person, firm, association or corporation.

6. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants or other negotiable or transferable instruments.

7. To issue bonds, debentures or obligations, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

8. To purchase, hold and re-issue the shares of its capital stock.

9. To have one or more offices, and to carry on all or any of its operations and business and to purchase or otherwise acquire, hold, own, mortgage, sell, lease, convey, or otherwise dispose of real and personal property of any description, without restriction as to amount, and to enter into contracts in any of the States, Districts, territories or possessions of the United States and in any and all foreign countries, subject, however, to the laws of such state, district, territory, possession or country.

The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict the powers of the Corporation to carry on any other business in connection with any of the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Idaho upon corporations.

Fourth: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 65,000 shares having a par value of \$5.00 per share and being Common Stock. That it is proposed that the Board of Directors distribute the net profits of the Corporation in the following manner: 8% of the par value be paid first to the Stockholders and the balance of the net profits be used as additional dividends to the Stockholders and as incentive bonuses to the employees, the ratio being 2/3rds of all earnings above that necessary to set the 8% dividend to Stockholders and 1/3rd to be paid to the employees. The manner in which and the time that these dividends and bonuses are to be paid shall be determined by the Board of Directors, who are subject to the Stockholders themselves.

Fifth: The issued amounts of the Common Stocks of the Corporation is to be fixed by the Board of Directors, provided the amount be approved by the vote of the holders of at least a majority in amount of the outstanding

Common Stock of the Corporation, given at an annual or special meeting, that any enlargement, amendment, in the number of shares and types of shares may be fixed by the Board of Directors subject to the approval of the majority of the Stockholders.

Sixth: The Corporation is to have perpetual existence.

Seventh: The private property of the Stockholders shall not be subject to the payment of corporate debts to any extent whatsoever.

Eighth: The present By-Laws of LoDha Sterling, Incorporated, insofar as not inconsistent with this Agreement of Merger, shall be the By-Laws of the Corporation, unless and until altered, amended or repealed as therein provided.

Ninth: The number of Directors of the Corporation shall be fixed at the number of thirteen and such number may be changed from time to time by amendment to the By-Laws. The names and respective places of residence of the Directors constituting the first Board of Directors of the Corporation, who shall hold office from and after the effective date of the merger and until the first annual meeting of Stockholders of the Corporation thereafter, and until their respective successors shall be elected and qualified, are as follows:

	<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
1.	Grey M. Jensen, Chairman	Pocatello, Idaho
2.	Wayne L. Loveless	Pocatello, Idaho
3.	Norris Warren	Pocatello, Idaho
4.	Guy W. Cash, Jr.	Pocatello, Idaho
5.	Clayton S. Hale	Pocatello, Idaho
6.	Kent S. Walker	Pocatello, Idaho
7.	George Olsen	Blackfoot, Idaho
8.	C. Bicknell Robbins	Salt Lake City, Utah
9.	Harold Varley	Grace, Idaho
10.	John Andrews	Idaho Falls, Idaho
11.	Keith Moss	Rockland, Idaho
12.	LaVar Warren	Idaho Falls, Idaho
13.	Maurice Balls	Grace, Idaho

Tenth: The officers of the Corporation shall be elected and hold office as in the By-Laws provided; and, upon the merger becoming effective, the names and respective places of residence of the principal officers of the Corporation are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
President	Grey M. Jensen	Pocatello, Idaho
Vice-President	Norris Warren	Pocatello, Idaho
Vice-President	Maurice Balls	Grace, Idaho
Vice-President	LaVar Warren	Pocatello, Idaho
Vice-President	Guy W. Cash, Jr.	Pocatello, Idaho
Secretary	Kent S. Walker	Pocatello, Idaho
Treasurer	Ralph E. Hill	Pocatello, Idaho

Eleventh: Immediately upon this Agreement of Merger becoming effective, the shares of the constituent corporation shall ipso facto and without any other action on the part of the respective holders thereof, become and be converted into shares of stock and securities of the Corporation, as follows:

a. Each of the outstanding shares of LoDha Sterling, Incorporated, shall be exchanged for stock of the Corporation after such shares have been duly appraised in both organizations and shall be exchanged on a dollar for dollar basis of value.

b. Each of the outstanding shares of Local Grocery Wholesale, Inc. shall be exchanged for stock of the Corporation after such shares have been duly appraised in both organizations and shall be exchanged on a dollar for dollar basis of value.

Upon this Agreement of Merger becoming effect, the shares of Common Stock of the Corporation, Local Grocery Wholesale, Inc., held in their treasury shall be extinguished and cancelled.

Twelfth: Until the Agreement of Merger becomes effective or is abandoned, the constituent corporation may pay dividends on its shares of stock at its respective regular times and rates. Until this Agreement of Merger becomes effective or is abandoned, the Corporation may pay dividends on the shares of its Common Stock outstanding.

Thirteenth: The following provisions are adopted for the regulation of the business and for the conduct of the affairs of the Corporation and for further defining, limiting and regulating the powers of the Corporation, the Directors and the Stockholders:

- (1) From time to time to fix the amount to be reserved as working capital and to authorize and cause to execute mortgages and liens upon the real and personal property of the Corporation.
- (2) From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation (other than the stock ledger), or any of them shall be open to inspection of the Stockholders and the Stockholders shall have the right of inspecting any account or book or document of the Corporation as is conferred by statute and expressly authorized by resolution of the Board of Directors and Stockholders of the Corporation.
- (3) That the Board of Directors and the Executive Committee shall be, as set forth in Paragraphs 9 and 10 and shall have and exercise any and all power of the Board of Directors and Executive Committee in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be fixed to such papers as they may determine.
- (4) Both stockholders and Directors shall have power, if the By-Laws so provide, to hold their meetings either within or without the State of Idaho, to have one or more offices in addition to the principal office in Pocatello, and to keep books at such places as they may direct from time to time.
- (5) Additional powers may from time to time be conferred upon the Board of Directors by the By-Laws of the Corporation, or by resolution of the Stockholders, including the power to make, alter, amend and rescind By-Laws, and any powers so given may be revoked in the same manner, except insofar as they may have been exercised before revocation.

Fourteenth: This Agreement shall be submitted to the Stockholders of LoDha Sterling, Incorporated and Local Grocery Wholesale, Inc. in the

manner provided by law, and if the votes of Stockholders of each Corporation representing a two-thirds number of the total number of shares of its capital stock issued shall be for the adoption of this Agreement. It shall, subject to the provisions of the next paragraph of this Article, take effect as the Agreement of Merger of LoDha Sterling, Incorporated, and Local Grocery Wholesale, Inc. on the filing hereof in the office of the Secretary of State of the State of Idaho with evidence of its adoption as required by law.

Anything to the contrary herein notwithstanding, if the Board of Directors of LoDha Sterling, Incorporated, in its discretion should determine, either before or after the meeting of the Stockholders of LoDha Sterling, Incorporated, to vote on the adoption or rejection of this Agreement of Merger, that, by reason of potential liability with respect to shares owned by Stockholders filing written objections to the merger, or for any other legal, financial, economic or business reason deemed sufficient by said Board, it is not in the interest of LoDha Sterling, Incorporated, or its Stockholders or is otherwise inadvisable or impracticable to consummate the merger, and thereupon this Agreement of Merger shall be void and of no effect.

Fifteenth: When this Agreement of Merger shall have been signed, acknowledged, filed and recorded in the manner required by the laws of the State of Idaho, the separate existence of LoDha Sterling, Incorporated and Local Grocery Wholesale, Inc. shall be merged into the Corporation in accordance with the provisions of this Agreement, possessing all the rights, privileges, powers and franchises as well of a public as of a private nature, and being subject to all the restrictions, disabilities and duties of each of the constituent corporations; and all and singular, the rights, privileges, powers and franchises of the constituent corporation and in all property, real and personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to such corporation, and all of the property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter effectually the property of the Corporation as they were of the constituent corporation; and the title to any real estate vested by

deed or otherwise, under the laws of the State of Idaho, in the constituent corporation, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of the constituent corporation shall be preserved unimpaired, and all debts, liabilities and duties of the constituent corporation shall henceforth attach to the 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.

If at any time after the effective date of the merger the Corporation shall consider or be advised that any instrument of further assurance or desirability in order to evidence the vesting in the Corporation of the title of LoDha Sterling, Incorporated and Local Grocery Wholesale, Inc. to any of its property or rights, the appropriate officers and directors of the Corporation are hereby authorized to execute and acknowledge all such instruments of further assurance and to do such other acts and things either in the name of LoDha Sterling, Incorporated or Local Grocery Wholesale, Inc. or in the name of the Corporation as may be requisite or desirable to carry out the purposes of this Agreement of Merger as herein expressed.

IN WITNESS WHEREOF, this Agreement of Merger has been signed by the Directors, or a majority thereof, of LoDha Sterling, Incorporated and Local Grocery Wholesale, Inc. under their respective corporate seals, as of the day and year first above written.

Directors of

LODHA STERLING, INCORPORATED

Clayton S. Hale
Wayne L. Lovell
Orly M. Jensen
Keith Moss
Geo. H. Olsen
Robert E. Johnson
Dixie H. Clark Jr.
LaVay B. Warren
Frank Shucke

Directors of

LOCAL GROCERY WHOLESALE, INC.

LoDha Sterling
Levitt E. Gustafson

STATE OF IDAHO)
: ss.
COUNTY OF BANNOCK)

The undersigned Secretary of LoDha Sterling, Incorporated, Corporation, one of the corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the Stockholders of the Corporation at a meeting thereof, called separately from a meeting of the Stockholders of the other corporation for the purpose of taking the Agreement into consideration and duly held on the 21st of July, 1966, notice having been given in accordance with By-Laws of the Corporation and pursuant to Idaho Code 30-133; that at the meeting the said Agreement was considered and a vote was taken as shown by the signed Adoption of the Merger Agreement and that over 2/3rds of the vote of the stock outstanding approved the adoption of the Agreement.

IN WITNESS WHEREOF, I do hereby set my hand and seal this 21st day of July, 1966.

Ken Shaefer
Secretary of LoDha Sterling, Incorporated

STATE OF IDAHO)
: ss.
COUNTY OF BANNOCK)

The undersigned Secretary of Local Grocery Wholesale, Inc., Corporation, one of the corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the Stockholders of the Corporation at a meeting thereof, called separately from a meeting of the Stockholders of the other corporation for the purpose of taking the Agreement into consideration and duly held on the 9th of May, 1966; notice having been given in accordance with By-Laws of the Corporation

and pursuant to Idaho Code 30-133; that at the meeting the said Agreement was considered and a **vote** was taken as shown by the signed Adoption of the Merger Agreement and that over 2/3rds of the votes of the stock outstanding approved the adoption of the Agreement.

IN WITNESS WHEREOF, I do hereby set my hand and seal this 21st day of July, 1966.

Frances Leagle
Secretary of Local Grocery Wholesale, Inc.

The foregoing Agreement of Merger having been executed by a majority of the Directors of each of the parties thereto, and having been duly adopted by the Stockholders of each of the parties thereto in accordance with the provisions of Chapter 30 of the Idaho Code, and that having been certified on the Agreement of Merger by the Secretary of each of the parties hereto, the President and Secretary of each of the parties do now hereby execute the Agreement of Merger under the corporate seals of their respective corporations by authority of the Directors and Stockholders thereof, is the act, deed, and agreement of each of said corporations this 21st day of July, 1966.

LODHA STERLING, INCORPORATED

(SEAL)

Grey M. Jensen
President

Frances Leagle
Secretary

LOCAL GROCERY WHOLESALE, INC.

(SEAL)

Robert E. Shulatz
President

Frances Leagle
Secretary

STATE OF IDAHO)
: ss.
COUNTY OF BANNOCK)

On this 21st day of July in the year 1966, before me, Wayne L. Loveless, a Notary Public for Idaho, personally appeared Grey M. Jensen, known

to be the President of the Corporation (LoDha Sterling, Incorporated) that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I do hereby execute my hand and seal the day first above written.

Wayne L. Loveless
Notary Public for Idaho
Residing at Pocatello, Idaho
My Commission Expires: 1 March 1970

STATE OF IDAHO)
 :
COUNTY OF BANNOCK) ss.

On this 21st day of July in the year 1956, before me, Wayne L. Loveless, a Notary Public for Idaho, personally appeared Robert E. Gustafson, known to be the President of the Corporation (Local Grocery Wholesale, Inc.) that executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I do hereby execute my hand and seal the day first above written.

Wayne L. Loveless
Notary Public for Idaho
Residing at Pocatello, Idaho
My Commission Expires: 1 March 1970