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State of Idaho

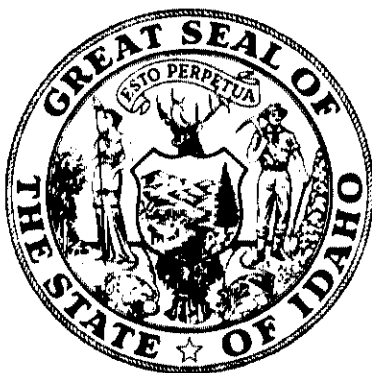
Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Consolidation of IDAHO GRANGE COOPERATIVE, INC., an Idaho corporation, and WENDELL GRANGE SUPPLY COMPANY, an Idaho corporation into VALLEY CO-OPS, INC., an Idaho corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of consolidation, and attach hereto a duplicate original of the Articles of Consolidation.

Dated March 1, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

[Signature]
Corporation Clerk

Mar 1 1 57 PM '91
SECRETARY OF STATE

ARTICLES OF CONSOLIDATION
CONSOLIDATING
IDAHO GRANGE COOPERATIVE, INC.
and
WENDELL GRANGE SUPPLY COMPANY

Pursuant to Idaho Code Sections 22-2622A, 30-1-72 and 30-1-74 IDAHO GRANGE COOPERATIVE, INC., and WENDELL GRANGE SUPPLY COMPANY have entered into an AGREEMENT FOR CONSOLIDATION of both entities into a new cooperative marketing association known as VALLEY CO-OPS, INC. The following Plan of Consolidation was approved by resolution of the respective Boards of Directors of IDAHO GRANGE COOPERATIVE, INC., and WENDELL GRANGE SUPPLY COMPANY:

RESOLVED that IDAHO GRANGE COOPERATIVE, INC., and WENDELL GRANGE SUPPLY COMPANY shall enter into an Agreement For Consolidation in the form and content of Exhibit "A" attached hereto and incorporated herein by reference.

Both consolidating entities are cooperative marketing associations formed under Title 22, Chapter 26, of the Idaho Cooperative Marketing Associations Act and the consolidated entity (VALLEY CO-OPS, INC.) is a cooperative marketing association formed under the same statutory provisions.

Both of the consolidating entities are non-stock and the Agreement For Consolidation has been submitted to the membership and approved in the manner as required by Idaho Code Section 22-2622A. The By-Laws and I.C. 22-2622A only permit current members of the consolidating entities to vote.

Members of IDAHO GRANGE COOPERATIVE, INC., voting numbered 37. 27 voted yes. 10 voted no. A quorum was present as required by the By-Laws. The vote satisfies the requirements of I.C. 22-2622A of the Cooperative Marketing Act of Idaho.

Members of WENDELL GRANGE SUPPLY COMPANY, voting numbered 36. 29 voted yes. 7 voted no. A quorum was present as required by the By-Laws. The vote satisfies the requirements of I.C. 22-2622A of the Cooperative Marketing Act of Idaho.

Attached and incorporated by reference into said Agreement is a copy of the proposed Articles of Incorporation of the consolidated entity.

DATED this 1st day of March, 1991.

SEAL

IDAHO GRANGE COOPERATIVE, INC.

By Carl Pendleton
President

ATTEST Larry Kerner
Secretary

STATE OF IDAHO)

County of Lincoln) ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1st day of March, 1991, personally appeared before me Carl Pendleton and Larry Kerner, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of IDAHO GRANGE COOPERATIVE, INC., that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
June 24, 1994

SEAL

WENDELL GRANGE SUPPLY COMPANY

By Omer Schmidt
President

ATTEST Bernard D. Saul
Secretary

STATE OF IDAHO)

County of Lincoln) ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1st day of March, 1991, personally appeared before me Omer Schmidt and Bernard D. Saul, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of WENDELL GRANGE SUPPLY COMPANY, that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
June 24, 1994

SIGNATURES

DATE OF EXECUTION

Carl Pendleton ●
Carl Pendleton

3/1/91

Marvin D. Cox ●
Marvin Cox

3/1/91

Larry Kerner ●
Larry Kerner

3/1/91

Arlin Ashmead ●
Arlin Ashmead

3/1/91

Randy McGowan ●
Randy McGowan

3/1/91

William S. Varin ●
William Varin

3/1/91

The members of the Board of Directors
of Idaho Grange Cooperative, Inc.

STATE OF IDAHO

County of Lincoln) ss

March BE IT REMEMBERED That on this 1st day of March, 1991, personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the following persons: Carl Pendleton, Marvin Cox, Larry Kerner, Arlin Ashmead, Randy McGowan, William Varin, the same being all of the persons who signed the foregoing Agreement of IDAHO GRANGE COOPERATIVE, INC., and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said IDAHO GRANGE COOPERATIVE, INC., and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year aforesaid.

Virginia Churchman ●
Notary Public for Idaho
Residing at Shoshone ●
Commission expires: June 24, 1994 ●

SIGNATURES

DATE OF EXECUTION

Omer W. Schmidt
Omer W. Schmidt

3/1/91

Clair K. Ricketts
Clair K. Ricketts

3/1/91

Bernard D. Saul
Bernard D. Saul

3/1/91

Jerry Hirai
Jerry Hirai

3/1/91

Michael Madalena
Michael Madalena

3/1/91

Tim L. Moore
Tim L. Moore

3/1/91

The members of the Board of Directors
of Wendell Grange Supply Company

STATE OF IDAHO)

County of Lincoln) ss

March BE IT REMEMBERED That on this 1st day of March, 1991, personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the following persons: Omer W. Schmidt, Clair K. Ricketts, Bernard D. Saul, Jerry Hirai, Michael Madalena, Tim L. Moore, the same being all of the persons who signed the foregoing Agreement of WENDELL GRANGE SUPPLY COMPANY, and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said WENDELL GRANGE SUPPLY COMPANY, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year aforesaid.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
Commission expires:

June 24, 1994

ARTICLES OF CONSOLIDATION - 4

MAR 1 1 57 PM '91
SECRETARY OF STATE

AGREEMENT FOR THE CONSOLIDATION

of

IDAHO GRANGE COOPERATIVE, INC.

and

WENDELL GRANGE SUPPLY COMPANY

THIS AGREEMENT FOR THE CONSOLIDATION OF IDAHO GRANGE COOPERATIVE, INC., a Co-operative Marketing Association of the State of Idaho, and WENDELL GRANGE SUPPLY COMPANY, a Co-operative Marketing Association of the State of Idaho, has been entered into by and between the members of the Board of Directors of each of those associations;

WITNESSETH:

IN CONSIDERATION OF the mutual covenants herein set forth, IT IS AGREED:

Section 1. Definitions. As used in this Agreement:

(a) The term "Idaho Grange" shall refer to Idaho Grange Corporative, Inc.

(b) The term "Wendell Grange" shall refer to Wendell Grange Supply Company.

(c) The term "constituent associations" shall refer jointly to the Idaho Grange and the Wendell Grange, and the term "constituent association" shall refer to each of those associations.

(d) The term "consolidated association" shall refer to VALLEY CO-OPS, INC., the association which will be created under the Co-operative Marketing Act of the State of Idaho as contemplated in Section 5 hereof.

(e) The term "closing date" shall be defined by the terms of Section 12.

(f) If a closing shall occur by March 1, 1991, in accordance with Section 12, this Agreement shall be deemed effective at 12:01 a.m. on February 1, 1991.

(g) The term "person" or "persons" shall be deemed to refer to corporations or associations or partnerships as well as to a natural person or natural persons.

(h) The term "financial statements" shall refer to the complete accountants report (including the balance sheet, statement of operations, statement of patron's equity and all notes thereto) of each constituent association as of a stated date and for a stated period, prepared in accordance with generally accepted accounting principles.

Section 2. The Consolidation - Approval.

(a) This Agreement sets forth the terms, provisions and conditions whereby the two constituent associations shall be consolidated into the consolidated association as of the effective date.

(b) That consolidation shall not take effect or be consummated unless and until this Agreement has been approved by at least a two-thirds affirmative vote of the members of each of the constituent associations who are present and vote thereon at a regularly called special meeting of the members, regularly held, of each constituent association, at which a quorum is present, and fulfillment of all conditions precedent to effectuation hereinafter set forth. The meeting of the members of each constituent association shall be called and notice thereof given as required by the By-Laws of the particular constituent association with the substance of this Agreement to be included or incorporated in the notice of meeting.

(c) If the proposed consolidation and this Agreement is approved by the affirmative vote of at least two-thirds of the members of both of the constituent associations present and voting thereon at the separate meetings thereof so called, noticed and held, the fact of that approval shall be certified on this Agreement by the Secretary of each constituent association, and that Agreement shall thereupon be signed by the President and the Secretary of each constituent association and the signature of each President shall be duly verified, subject to the terms and conditions herein set forth.

(d) Should the proposed consolidation and this Agreement not be approved by the affirmative vote of at least two-thirds of the members of a constituent association present and voting thereon at a meeting so called, noticed and held on or prior to January 31, 1991, this Agreement in its entirety shall be deemed null and void.

Section 3. Representations and Warranties.

(a) Each constituent association does hereby represent and warrant that:

(1) It is a Co-operative Association duly organized, existing and in good standing under the Co-operative Marketing Act of the State of Idaho.

(2) It owns and holds a good and merchantable title to all of its property and assets, and each item thereof, free and clear of liens, encumbrances and outstanding interests, excepting all liens herein expressly assumed by consolidated association; all reservations in patents or state grants or in the laws authorizing the issuance thereof; the bonded debt of all taxing units; all zoning requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit; all repayment contracts between any irrigation district and the United States; all rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same appears of record or not; encumbrances to Co-Bank (Idaho Grange represents that only its accounts receivable are encumbered by Co-Bank, Wendell represents that all of its assets are encumbered by Co-Bank); printed exceptions that would appear in a standard form policy of title insurance.

(3) The financial statement delivered by each constituent association to the other constituent association for its fiscal period as follows:

Association	Fiscal Period Ending
Idaho Grange	August 31, 1990
Wendell Grange	September 30, 1990

correctly and completely sets forth the financial condition of that constituent association as at the close of the fiscal period therein covered in accordance with generally accepted accounting principals.

(4) It owes no indebtedness and has no obligations which are not disclosed by the financial statement referred to in subsection (3) above.

(5) It is not delinquent or in default in the payment of any of its indebtedness and liabilities, and has in no respect breached or defaulted in the performance of any contract to which it is a party, except for pending defaults to Co-Bank.

(6) It has not been threatened with any litigation or governmental proceedings which, if decided adversely to it, would have a material adverse affect upon its financial condition, as disclosed by its financial statement referred to in subsection (3) above, or the normal continuation of its business, excepting that it is noted that Idaho Grange is a named defendant in a currently pending personal injury case filed IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT, STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING, wherein Michael Lyle Thompson is Plaintiff and Jay Little dba Jay Little Farms and Idaho Grange are Defendants, the claim being in the sum of approximately \$1,400,000.00. The case is currently being defended under the direction of the insurers for the Defendants. Idaho Grange hereby agrees to indemnify and hold Wendell Grange harmless from any adverse judgment rendered in said action. The parties further respectively agree to indemnify and hold the other harmless from any litigation or claims (including but not limited to, OSHA and Environmental claims) filed hereafter (but arising prior to this consolidation) and resulting in an adverse ruling.

(7) There has not been any broker or finder services retained or otherwise used in the negotiations precedent to this Agreement.

(b) The Idaho Grange represents and warrants that it has revolved and distributed all of its allocated patron's/margin/other equities (as those terms are defined in Section 8(a) hereof) to and including those allocated for its fiscal period ending in 1969.

(c) The Wendell Grange represents and warrants that it has revolved and distributed all of its allocated patron's/margin/other equities (as those terms are defined in Section 8(a) hereof) to and including those allocated for its fiscal period ending in 1962.

Section 4. Financial Statements.

Promptly following the execution of this Agreement, each constituent association will have prepared its financial statement truly and completely reflecting its financial position and the position of its patron's equity or capital reserve accounts as at the effective date. Each financial statement shall be prepared in accordance with generally accepted accounting principles and practices consistently theretofore applied, and shall be audited by a certified public accountant or public accountant approved by the other constituent associations. Promptly following completion, each constituent association shall deliver two copies of its financial statement to each of the other constituent associations.

Section 5. Organization of the Consolidated Association.

(a) At the closing on the closing date.

(1) Triplicate originals of the Articles of Incorporation for the consolidated association in the form attached hereto and approved by at least a two thirds vote of the members of the Board of Directors of each constituent association, shall be executed by the President and the Secretary of each constituent association; and

(2) This Agreement shall be certified, executed and acknowledged as provided in Section 2 hereof; and

(3) By-Laws for the consolidated association, in the form as approved by a majority of the members of the Board of Directors of each constituent association and reviewed and approved by a 2/3 vote of the members present at the separate meetings to vote on this Agreement, shall be executed by the President of each constituent association.

(b) Promptly thereafter:

(1) The triplicate originals of the Articles of Incorporation, and a certified, executed and acknowledged copy of this Agreement shall be delivered to the Secretary of State of Idaho; and

(2) One set of those Articles of Incorporation, bearing the endorsement of the fact and time of filing in the office of the Secretary of State of the State of Idaho, shall be filed for record in the office of the county recorder of the County of Jerome, State of Idaho, that being the county in which the registered office of the consolidated association will be situated; and

(3) A copy of those Articles of Incorporation, certified by the Secretary of State of the State of Idaho, shall be filed in the office of the Department of Agriculture of the State of Idaho and in the office of the county recorder of each county in which real property owned by either constituent association is located.

(c) The By-Laws, executed as provided in subsection (a)(3) of this Section shall become and be deemed the official By-Laws of the consolidated association.

Section 6. Transfer of Property and Assets.

Upon consummation of the consolidation pursuant to Section 12 hereof:

(a) The existence of each constituent association shall cease; and

(b) The consolidated association shall possess all of the rights, privileges and franchises possessed by each of the constituent associations; and

(c) All of the property and assets, real, personal or mixed, of each constituent association shall, without special or further assignment, conveyance, transfer, act or deed, be deemed transferred to and vested into the consolidated association; and the recordation of a certified copy of the Articles of Incorporation of the consolidated association and a certified copy of this Agreement in each county in which each constituent association owns property shall have the effect of carrying out that assignment, transfer and conveyance of property and assets of each constituent association to the consolidated association.

Section 7. Conversion of Memberships.

Prior to the consolidation contemplated herein, the membership fee for Idaho Grange was \$5.00 and for Wendell Grange \$1.00. If the consolidation contemplated by this Agreement is consummated:

(a) A member (as defined by Title 22, Chapter 26 of the Idaho Code) of the Idaho Grange certified as being a member of that association in good standing on the effective date shall automatically become a member of the consolidated association without further payment of a membership fee to the consolidated association.

(b) A member (as defined by Title 22, Chapter 26 of the Idaho Code) of the Wendell Grange certified as being a member of that association in good standing on the effective date shall automatically become a member of the consolidated association, **SUBJECT TO THE FOLLOWING:** Membership dues shall be equalized in the consolidated association by assessing each Wendell Grange member the sum of \$4.00 to be deducted from that member's share of allocated patron's equities in Wendell Grange as hereinafter defined and, if insufficient, from the net qualified patronage allocated to that member through the consolidated association after the consolidation.

Section 8. Conversion of Capital Equities.

(a) Definitions.

As used in this Section:

(1) The term "patron's equity" shall refer to all undistributed allocated margins, equities and capital reserves to patrons of each constituent association as at the effective date; but shall not include membership fees held by either the Idaho Grange or the Wendell Grange. For example, in the case of Wendell Grange, "patron's equity" shall include those accounts identified on its records as Capital Reserves and, in the case of Idaho Grange, "patron's equity" shall include those accounts identified on its records as Qualified Certificates of Indebtedness.

(2) The term "other operating margin equity" shall mean that portion of the Wendell Grange "patron's equity" transferred to "other capital" to be revolved only on death or dissolution as set forth in 8(c).

(b) The patron's equity of each constituent association referred to in this Section shall be fixed and determined as at the effective date of consolidation in the amounts as they appear on the financial statement of each constituent association prepared as provided in Section 4 hereof adjusted in accordance with Section 10(a)(7) and (8).

(c) A portion of the Wendell Grange "patron's equity" as defined in 8(a)(1) and calculated in accordance with the formula set forth in this paragraph (c) shall be considered "other operating margin equity" of Wendell Grange to be revolved only upon death or dissolution and shall be set up in the accounting records of the consolidated association accordingly: Wendell Grange allocated patron's equity will be reduced to a dollar amount which dollar amount when divided by total equity of Wendell Grange results in the same percentage as is attained when you divide Idaho Grange Certificates of Indebtedness by Idaho Grange total equity.

(d) The remaining "patron's equity" of Wendell Grange and the "patron's equity" of Idaho Grange shall be set up in the accounting records of the consolidated association as separate capital reserve accounts identified as follows: WG Capital Reserve Account and IG Capital Reserve Account. In each respective capital reserve account shall be identified to each former patron of each constituent association the amount of that patron's previously allocated interest in the "patron's equity" (in the case of Wendell Grange the remaining "patron's equity" after deducting for "other operating margin equity") of the particular constituent association of which he was a patron as that interest does or would appear upon

the books and records of the particular constituent association on the effective date of consolidation.

As funds are available and as the Board of Directors of the consolidated association shall determine to revolve and make distributions to holders of allocated credits in said WG Capital Reserve Account and IG Capital Reserve Account referred to in this Section 8(d), such shall be allocated proportionately to each capital reserve account and as to each separate account shall be distributed to the former patrons having credits therein in the order of the year of allocation starting with the oldest year of allocation, excepting for death benefits which may be called for revolving in the manner and subject to the limitations set forth in the consolidated association by-laws.

The allocated credits in the capital reserve accounts referred to in this subsection (d) shall be revolved prior to the revolving of allocated credits accruing after the effective date of the new association.

(e) The unallocated margins of Wendell Grange and the donated surplus and retained earnings of Idaho Grange shall be merged into the retained earnings account of the new association.

Section 9. Assumption of Obligations.

(a) Each constituent association does hereby covenant and warrant that as at the effective date it will have no liabilities or obligations of any kind or character contingent or otherwise which are not disclosed herein or on its financial statement prepared and delivered as required in Section 4 hereof.

(b) In the event of consummation of the consolidation, the consolidated association shall assume and become responsible for the payment and performance of all of those liabilities and obligations of each constituent association which were disclosed on its financial statement prepared and delivered as required in Section 4 hereof.

(c) In the event of and following consummation of the consolidation, should it be found and determined that any constituent association had a liability or an obligation as set forth in Section 3(a)(6) or as at the effective date which was not disclosed upon its financial statement whether known or unknown and that liability or obligation is paid by the consolidated association, the amount of the patron's equity (referred to in Section 8(d) hereof) of that constituent association, shall be reduced by a corresponding amount and the allocation thereof in the capital reserve account of the consolidated association to each former patron of that constituent association (pursuant to Section 8(d) hereof) shall be reduced in a proportionate amount.

(d) In the event of consummation of the consolidation, as of the effective date the consolidated association shall be substituted for each constituent association (1) in all contracts to which a constituent association was a party, including (without limitation thereto) all contracts with bargaining representatives of employees and (2) in all insurance policies, including (without limitation thereto) all insurance plans for the benefit of employees; and all of the right, title and interest of each constituent association under and by virtue of those contracts, insurance policies and plans shall automatically vest in the consolidated association.

Section 10. Conduct of Business Prior to Closing Date.

(a) Until the closing date, each constituent association agrees that without the consent in writing of the other constituent associations:

(1) It will not amend its Articles of Incorporation or By-Laws.

(2) It will not merge or consolidate with any other corporation or association.

(3) It will not permit any of its insurance to lapse or be terminated.

(4) It will not amend or alter any existing agreements.

(5) It will not take any action or perform any act designed to prejudice the consummation of the consolidation herein contemplated.

(6) It will not accept any new members.

(7) (a) If with respect to a full fiscal year of either constituent association, which ended on or before the effective date, such constituent association has not distributed its net margins for such year, then all of its said margins attributable to business done with or for patrons of such constituent association shall be distributed at its customary time of the year on its standard patronage basis in the form of patrons' equities in identical terms to its standard patrons' equities heretofore issued.

(b) All net margins of each constituent association attributable to business done with or for patrons of such constituent association, accrued as of close of business on the effective date, with respect to its then current year shall be distributed by the consolidated association within eight and one-half (8-1/2) months thereafter, to such

constituent association's patrons in accordance with the terms of the consolidated association's Articles and By-Laws.

(8) (a) If with respect to a full fiscal year of either constituent association which ended on or before the effective date such constituent association has incurred a net operating loss which has not been allocated among its patrons, then prior to the effective date all of said net operating loss shall be allocated among its patrons in accordance with the terms of such constituent association's Articles and By-Laws (or, if they are silent as to how such allocations shall be made, then as such constituent association's Board of Directors shall determine).

(b) Any net operating loss of a constituent association accrued as of the close of business on the effective date with respect to its then current year, shall be allocated by the consolidated association within eight and one-half (8-1/2) months thereafter among the constituent association's patrons in accordance with the consolidated association's Articles and By-Laws (or, if they are silent as to how such allocation shall be made, then as the consolidated association's Board of Directors shall determine).

(9) It will not contract for the purchase or acquisition of property and assets other than in the ordinary and normal course of its business as conducted prior to the effective date.

(10) It will not sell, liquidate or otherwise dispose of any of its property or assets except in the ordinary and normal course of its business as conducted prior to the effective date.

(11) It will not incur any debt, obligation or liability except in the ordinary and normal course of its business as conducted prior to the effective date.

(b) Should the consolidation herein contemplated be consummated, after the effective date, all business and operations by each constituent association which does not violate the provisions of subsection (a) of this Section, although done and performed in the name of the constituent association, shall be treated as having been done or performed by the consolidated association and shall be incorporated in and made a part of the books and records of the consolidated association as though done or performed by it or for its benefit.

Section 11. Former Members; Existing and Former Non-Members.

Constituent associations are informed that the laws of the State of Idaho present some question regarding whether former members and existing and former non-members are entitled to receive notice of the proposed consolidation and that a risk may exist in the absence of such notice, and constituent associations notwithstanding elect hereby to proceed with the consolidation without serving formal notice on former members and existing and former non-members, none of whom have a right to vote under the by-laws of either constituent association.

Section 12. Conditions of Closing.

(a) The consolidation herein contemplated shall be consummated only upon performance and compliance with all of the following conditions for closing.

(1) This Agreement has been approved by at least a two-thirds affirmative vote of the members of each of the constituent associations who were present and voted at the meetings of those members called, noticed and held as required in Section 2 hereof; and, if so approved, the fact of that approval has been certified on this Agreement by the Secretary of each constituent association and this Agreement has been signed by the President and the Secretary of each constituent association and the signature of each President has been duly acknowledged.

(2) The Articles of Incorporation and the By-Laws of the consolidated association have been executed as required in Section 5(a) hereof.

(3) The Articles of Incorporation of the consolidated association and a copy of this Agreement, executed as provided in Section 2 hereof, have been delivered to the Secretary of State of the State of Idaho for filing in his office and records.

(4) The financial statement of each constituent association has been prepared and delivered as required in Section 4 hereof.

(5) Each constituent association shall have certified and warranted that its financial statement (referred to in paragraph 4 above) correctly and completely sets forth its financial position at the effective date.

(6) At the closing each constituent association has certified and warranted that:

(i) The representations and warranties as set forth in Section 3(a)(1), (2), (3), (4), (5), (6) and (7) are then true and correct as though made at that time; and

(ii) It has complied in all respects with the provisions of Section 10 hereof; and

(iii) The financial statement prepared at the effective date pursuant to Section 4 hereof fully and completely discloses all of its indebtedness, obligations and liabilities, excepting only those incurred after the effective date in the ordinary and normal course of its business and operations.

(7) Each constituent association has certified to the consolidated association a list of the names and addresses of all of its members in good standing on the effective date.

(b) The directors of either constituent association may at any time before the effective date upon determining that the other constituent association has materially violated the terms of this agreement, abandon this consolidation without further action or approval by the members of the withdrawing association.

(c) In the event that within twenty eight (28) days after approval of this agreement by the memberships of both constituent associations any demand, other action or proceeding be commenced for any relief or judgment of any nature whatsoever arising out of or related to this agreement, either constituent association may at its option, declare this agreement or consolidation to be null and void and of no further force or effect.

(d) Although this agreement may have been approved by the members of all of the constituent associations, performance of any condition for closing set forth in subsection (a) of this Section may be waived at any time by agreement of both of the constituent associations authorized by resolution of the Board of Directors of each constituent association.

(e) Should any constituent association fail, refuse or neglect to perform a condition for closing set forth in subsection (a) of this Section on or prior to the 28th day of February, 1991 and performance thereof has not been waived by the remaining constituent associations, this Agreement may be declared null and void in its entirety either (1) by joint agreement of all of the constituent associations or (2) by a constituent association which has fully performed all conditions for closing incumbent upon it to be performed through notice in writing delivered to the other constituent associations within ten days following that date.

(f) Absent a declaring of the Agreement to be null and void pursuant to the terms of this Section 12, this transaction shall be closed on Friday, March 1, 1991.

(g) If the consolidation has been consummated as contemplated in this Section, each constituent association shall promptly thereupon turn over, deliver and make available to the consolidated association all of its books, records and files, in order (without limitation thereto) that the consolidated association will have all of the information with which to establish the capital reserve accounts and the allocations thereof required in Section 8 of this Agreement.

Section 13. Expenses of Consolidation.

All charges for services incurred by attorneys and accountants performed prior or after the effective date of the consolidation, or if the consolidation is not approved, shall be borne equally by the constituent associations, their responsibility being joint and several. Constituent associations have separate legal counsel and are advised to maintain separate representation in all aspects of the consolidation to assure protection of their respective interests.

Section 14. Directors; Districts.

The consolidated association shall initially have seven (7) directors.

There shall be two (2) districts designated by number with three (3) directors to be elected from each district and with one (1) director to be elected at large. The initial districts shall be as follows:

- (a) District I: The area Northerly of the boundary line intersecting Lincoln-Jerome Counties with said line extended West to where it intersects I-84 (Interstate Highway) and then following I-84 West.
- (b) District II: The area Southerly of the boundary line intersecting Lincoln-Jerome Counties with said line extended West to where it intersects I-84 (Interstate Highway) and then following I-84 West.

The following persons shall act as directors until the first annual meeting of the consolidated association:

<u>NAME</u>	<u>ADDRESS</u>	<u>DISTRICT</u>
Bill Varin	1414 So. 2000 E., Gooding, Id 83330	District I, Director A
Arlin Ashmead	Box 341 Fairfield, Id 83327	District I, Director B
Larry Kerner	124 E. 520 N. Shoshone, Id 83352	District I, Director C
Omer Schmidt	2111 E. 3600 So. Wendell, Id 83355	District II, Director A
Tim Moore	1473 E. 3600 So. Wendell, Id 83355	District II, Director B
Bernie Saul	Box 233 Hagerman, Id 83332	District II, Director C
Carl Pendleton	50 W. 620 N. Shoshone, Id 83352	At Large

At the first annual meeting, the Board of Directors shall be classified into three classes as follows:

Class I:

District I, Director A
District II, Director A

Class II:

District I, Director B
District II, Director B

Class III:

District I, Director C
District II, Director C
At Large, Director

At the first annual meeting, Class I directors shall be elected with their terms to expire at the second annual meeting and with their terms thereafter to be for three (3) years.

At the first annual meeting, Class II directors shall be elected with their terms to expire at the third annual meeting and with their terms thereafter to be for three (3) years.

At the first annual meeting, Class III directors shall be elected with their terms to expire at the fourth annual meeting and with their terms thereafter to be for three (3) years.

The terms of the members of the respective constituent associations shall cease to exist with the effective date of the creation of the consolidated association.

Section 15. Bulk Sales Act.

If applicable, the constituent associations respectively waive compliance with the Idaho Bulk Sales Act, except that, if the consolidation is approved, public notice of the consolidation will be published in a newspaper of general circulation.

IN WITNESS WHEREOF, this Agreement has been executed by all of the members of the Board of Directors of each of the constituent associations on the date shown following each signature.

SIGNATURES	DATE OF EXECUTION
<u>Carl Pendleton</u> Carl Pendleton	<u>1/31/91</u>
<u>Marvin D. Cox</u> Marvin Cox	<u>1/31/91</u>
<u>Larry Kerner</u> Larry Kerner	<u>1/31/91</u>
<u>Arlin Ashmead</u> Arlin Ashmead	<u>1-31-91</u>
<u>Randy McGowan</u> Randy McGowan	<u>1/31/91</u>
<u>William S. Varin</u> William Varin	<u>1-31-91</u>

**The members of the Board of Directors
of Idaho Grange Cooperative, Inc.**

STATE OF IDAHO

County of Gooding } ss

I, David L. Whitney, a notary public, do hereby certify that on this 31 day of January, 1991, personally appeared before me Carl Pendleton, Marvin Cox, Larry Kerner, Arlin Ashmead, Randy McCowan, William Varin, the same being all of the persons who signed the foregoing Agreement of IDAHO GRANGE COOPERATIVE, INC., and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said IDAHO GRANGE COOPERATIVE, INC., that they signed the foregoing document as the members of the Board of Directors, respectively, of the corporation, and that the statements therein contained are true.

David L. Whitney
Notary Public for Idaho
Residing at Colwell Id.
My Commission Expires: 12-6-93

(For Secretary of State)

STATE OF IDAHO

County of Gooding } ss

BE IT REMEMBERED That on this 31 day of January, 1991, personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the following persons: Carl Pendleton, Marvin Cox, Larry Kerner, Arlin Ashmead, Randy McCowan, William Varin, the same being all of the persons who signed the foregoing Agreement of IDAHO GRANGE COOPERATIVE, INC., and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said IDAHO GRANGE COOPERATIVE, INC., and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year aforesaid.

David L. Whitney
Notary Public for Idaho
Residing at Colwell Id.
Commission expires: 12-6-93

(For County Recorder)

SIGNATURES

Omer W. Schmidt
Omer W. Schmidt

Clair K. Ricketts
Clair K. Ricketts

Bernard D. Saul
Bernard D. Saul

Jerry Hixai
Jerry Hixai

Michael Madalena
Michael Madalena

Tim L. Moore
Tim L. Moore

DATE OF EXECUTION

Jan 31 - 91

1/31/91

1-31-91

1/31/91

1-31-91

1-31-91

**The members of the Board of Directors
of Wendell Grange Supply Company**

STATE OF IDAHO

County of Caldwell)
) ss

I, David L. Whitney, a notary public, do hereby certify that on this 31 day of January, 1991, personally appeared before me Omer W. Schmidt, Clair K. Ricketts, Bernard D. Saul, Jerry Hirai, Michael Madalena, Tim L. Moore, the same being all of the persons who signed the foregoing Agreement of WENDELL GRANGE SUPPLY COMPANY, and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said WENDELL GRANGE SUPPLY COMPANY, that they signed the foregoing document as the members of the Board of Directors, respectively, of the corporation, and that the statements therein contained are true.

David L. Whitney
Notary Public for Idaho
Residing at Caldwell, Id.
My Commission Expires: 12-6-93

(For Secretary of State)

STATE OF IDAHO

County of Caldwell)
) ss

BE IT REMEMBERED That on this 31 day of January, 1991, personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the following persons: Omer W. Schmidt, Clair K. Ricketts, Bernard D. Saul, Jerry Hirai, Michael Madalena, Tim L. Moore, the same being all of the persons who signed the foregoing Agreement of WENDELL GRANGE SUPPLY COMPANY, and to me known to be such, and each severally subscribed and swore to the within and foregoing Articles of Incorporation of said WENDELL GRANGE SUPPLY COMPANY, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year aforesaid.

David L. Whitney
Notary Public for Idaho
Residing at Caldwell, Id.
Commission expires: 12-6-93

(For County Recorder)

CERTIFICATION OF APPROVAL OF MEMBERS

OF

IDAHO GRANGE COOPERATIVE, INC.

AND

WENDELL GRANGE SUPPLY COMPANY

The undersigned Carl Pendleton and Larry Kerner and Omer Schmidt and Bernard D. Saul, being the Presidents and Secretaries, respectively, of IDAHO GRANGE COOPERATIVE, INC., and WENDELL GRANGE SUPPLY COMPANY, hereby certify that the respective boards of directors of said cooperatives resolved to submit the foregoing Agreement for Consolidation to their members as a plan for consolidation and that at separate meetings of each association duly noticed pursuant to the By-Laws of the respective associations, the AGREEMENT FOR THE CONSOLIDATION of IDAHO GRANGE COOPERATIVE, INC. and WENDELL GRANGE SUPPLY COMPANY into a consolidated association to be known as VALLEY CO-OPS, INC. was duly approved by a 2/3 vote of the members present and voting thereon at the separate meetings and that valid quorums were present at the separate meetings.

SEAL

IDAHO GRANGE COOPERATIVE, INC.

By Carl Pendleton
President

ATTEST Larry Kerner
Secretary

STATE OF IDAHO)

County of Lincoln) ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1st day of March, 1991, personally appeared before me Carl Pendleton and Larry Kerner, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of IDAHO GRANGE COOPERATIVE, INC., that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
June 24, 1994

(For Secretary of State)

STATE OF IDAHO)

County of Lincoln) ss

On this 1st day of March, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Pendleton and Larry Kerner, known or identified to me to be the President and Secretary, respectively, of IDAHO GRANGE COOPERATIVE, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such 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.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
June 24, 1994

(For County Recorder)

SEAL

WENDELL GRANGE SUPPLY COMPANY

By Omer Schmidt
President

ATTEST Bernard D. Saul
Secretary

STATE OF IDAHO)

County of Lincoln) ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1st day of March, 1991, personally appeared before me Omer Schmidt and Bernard D. Saul, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of WENDELL GRANGE SUPPLY COMPANY, that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:

(For Secretary of State)

June 24, 1994

STATE OF IDAHO)

County of Lemhi) ss

On this 1st day of March, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Omer Schmidt and Bernard D. Saul, known or identified to me to be the President and Secretary, respectively, of WENDELL GRANGE SUPPLY COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such 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.

Virginia Churchman
Notary Public for Idaho
Residing at Laconia
My Commission Expires:

June 28, 1994

(For County Recorder)

ARTICLES OF INCORPORATION

of

VALLEY CO-OPS, INC.

KNOW ALL MEN BY THESE PRESENTS that, in order to form a corporation pursuant to the Co-operative Marketing Act of the State of Idaho and in compliance with Sections 22-2622A, 30-1-72 and 30-1-74 of the Idaho Code, Idaho Grange Cooperative, Inc., a co-operative marketing association of the State of Idaho, and Wendell Grange Supply Company, a co-operative marketing association of the State of Idaho (who will be referred to herein as the "consolidating associations") DO HEREBY CERTIFY:

ARTICLE I

ORGANIZATION

A joint agreement, setting forth the terms and conditions for the consolidation of the consolidating associations into the association organized by these Articles of Incorporation, was executed on behalf of the consolidating associations by the members of their Boards of Directors on the 1st day of March, 1991.

Thereafter, that joint agreement was submitted for adoption by the members of each of the consolidating associations at separate meetings thereof duly called pursuant to notice given as required by the By-Laws of each association and the applicable statutes in which notice the substance of the agreement was set forth. At each meeting of the members of each consolidating association, so called, noticed and held, a quorum of the members of the association was present and voted, and by more than two-thirds affirmative vote, the joint agreement for the consolidation of the consolidating associations was approved.

The fact of the approval of the joint agreement for the consolidation of the consolidating associations by the members of each association has been certified on that agreement by the Secretary of each consolidating association; and that joint agreement, so approved and certified, has been signed by the President and by the Secretary of each consolidating association, and the signature of each President thereon has been duly acknowledged.

The joint agreement for the consolidation of the consolidating associations, so approved, adopted, certified and acknowledged, was delivered to the Secretary of State of the State of Idaho on the 1 day of March, 1991 to be filed in the records of the State of Idaho.

ARTICLE II

NAME

The name of this association shall be:

VALLEY CO-OPS, INC.

ARTICLE III

PURPOSES

Section 1. The purpose of this association is to engage in any or all of the following on a non profit, cooperative basis for its members:

1. To do and perform all acts and things and to carry on and conduct business and trade of every kind and nature authorized by the Co-operative Marketing Act of the State of Idaho and acts amendatory thereof and supplement thereto.

2. To procure, acquire, purchase, manufacture, sell, lease, furnish and distribute supplies, machinery, equipment, facilities and generally any type of goods, wares and merchandise to or for its patrons.

3. To engage in any activity in connection with the production, harvesting, preserving, drying, processing, packing, storing, handling, marketing and utilization of any and all agricultural products.

4. To acquire, own, hold, sell, lease (either as lessor or as lessee), improve and generally deal with real property; and to erect buildings and structures thereon and to install machinery and equipment thereon; and to acquire, own, sell, lease (either as lessor or as lessee) and otherwise deal with such personal property as shall be considered essential or convenient to the purposes of the association.

5. To borrow money and incur indebtedness and to issue promissory notes, debentures, bonds, certificates of indebtedness and any other form of instrument evidencing and representing the indebtedness and obligations of the association; and to secure the payment of indebtedness and obligations of the association by hypothecating, mortgaging, pledging and conveying property of the association, including stock in trade of the association and property received from patrons through activities of the association.

6. To enter into agreements with member and non-member patrons of the association in such form or forms and for such period of time as may be permitted by law.

7. To enter into agreements with cooperative marketing, purchasing or supply corporations, associations or agencies, and to affiliate with, acquire memberships in and act through agencies, associations or corporations for purposes authorized by the Idaho Co-operative Marketing Act.

8. To establish, maintain and carry on agencies for the transaction of its business and to act as agent, attorney-in-fact and broker for patrons of the association.

9. To establish and maintain capital reserve funds and other appropriate reserves as may be deemed desirable or advantageous in the conduct of the business and accomplishment of the objects and purposes of the association.

10. To purchase, acquire, own, hold, sell or otherwise dispose of or deal with the capital stock, property, assets and goodwill of any person, firm, association, partnership or corporation engaged in business of any type consistent with the purposes of this association; and to hold, utilize or in any manner dispose of the whole or any part of the capital stock, property, assets, goodwill and rights so acquired; and to conduct in any manner any business so acquired; and to undertake or assume the whole or any part of the obligations, liabilities or indebtedness of any person, firm, partnership, association or corporation in connection with the business so acquired.

11. To adopt, apply for, register, purchase, lease or to otherwise acquire, use, maintain and protect, and to sell, assign or grant licenses or other rights in respect to any trademarks, service marks, trade names, patents, patent rights, copyrights, inventions, formulas, processes and rights analogous thereto.

12. To carry out all or any part of the foregoing purposes as principal or agent or otherwise either alone or in conjunction with or as a partner or joint venturer with any person, association or other corporation wherever located.

13. To place in effect and enforce such fair and equitable rules and regulations as may be adopted, approved or authorized by its Board of Directors pursuant to appropriate By-Law provisions, in the exercise of an absolute discretionary power hereby specifically granted, covering or pertaining to the use of facilities, the rendition of service and the conduct of its business and operations; the amount required and the charge to be made, set up and collected, from

time to time, for purchasing, supplying, marketing or other services, operating expenses, losses and the establishment and maintenance of expense, capital, depreciation and other reserves, and other financial requirements of the association; the means and methods of collection, through retention of operating margins or marketing retains, assessment or otherwise; the amount of available funds to be distributed from time to time and the respective and proportionate rights and interests therein; and all other pertinent matters.

14. To conduct its business in all or any of its branches in the State of Idaho and in any and all other states, territories, possessions, colonies and dependencies of the United States of America and in the District of Columbia, and in any or all foreign countries, and to have one or more offices within or outside of the State of Idaho.

15. The purposes specified herein shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of this Article. The objects, purposes and powers specified in each of the clauses or paragraphs in this Article shall be regarded as independent objects, purposes and powers.

The foregoing stated purposes of this association shall also be construed as objects and powers, and the association may do each and everything suitable or proper for the accomplishment or attainment of any of those purposes or expedient for the interests and benefit of the association and shall have and possess all rights, powers and privileges incident to the purposes for which it is organized or to the activities in which it shall be engaged; and in addition thereto the association shall have and may exercise all other or further rights, powers and privileges granted by law to business corporations and natural persons which are not inconsistent with the express provisions of the Co-operative Marketing Act of the State of Idaho.

Section 2. To transact business of the types and in the manner described in Section 1 with or for nonmembers on either a profit or non profit basis, to an amount in any one fiscal year not to exceed the amount transacted with members in any such fiscal year.

ARTICLE IV

PRINCIPAL PLACE OF BUSINESS

The place where the principal business of the association will be transacted is in the City of Jerome, County of Jerome, State of Idaho. The address of the initial registered office is 837 West Main, Jerome, Idaho 83338. The name of the initial registered agent at such address is Wilson F. Churchman.

ARTICLE V

TERM

The term for which the association is to exist shall be perpetual.

ARTICLE VI

WITHOUT CAPITAL STOCK

Section 1.

(a) The association is organized and shall function without capital stock.

(b) Membership in the association may be acquired only by a producer of agricultural products or a co-operative association of such producers by paying to the association such membership fee as shall be prescribed by the By-Laws of the association from time to time in effect and by complying with the other conditions of membership imposed by those By-Laws. Upon termination of membership, the membership fee theretofore paid shall be retained by the association.

(c) Membership in this association shall not be transferable; and membership may be terminated and certificates of membership may be cancelled in such events and at such times as provided in the By-Laws of the association from time to time in effect.

(d) Voting power of the members of the association shall be equal and each member shall have one vote only. Voting by proxy shall not be permitted.

(e) The property rights and interests of each member of the association shall be unequal, and shall be determined and fixed in the proportion that the patronage of each member patron with the association in a fiscal period shall bear to the total patronage of all member patrons with the association in that fiscal period.

New members of the association shall be entitled to share with old members of the association in the property of the association in accordance with that general rule.

Section 2. Through application for and acceptance as a member, each member of the association shall thereby become bound by and shall comply with each and every obligation imposed upon members by the Articles of Incorporation and the By-Laws of the association from time to time in force and effect.

Section 3. Computer roles maintained on the company premises may be used in the place and stead of certificates of membership, if permitted by Idaho Law.

ARTICLE VII

DIRECTORS; DISTRICTS

The consolidated association shall have a board of directors of not less than five (5) nor more than nine (9) elected in the manner and for the terms as set forth in the By-Laws.

The initial board or directors shall have seven (7) directors, three (3) designated by District I, three (3) designated by District II and one (1) designated at-large, as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>DISTRICT</u>
Bill Varin	1414 So. 2000 E., Gooding, Id 83330	District I, Director A
Arlin Ashmead	Box 341 Fairfield, Id 83327	District I, Director B
Larry Kerner	124 E. 520 N. Shoshone, Id 83352	District I, Director C
Omer Schmidt	2111 E. 3600 So. Wendell, Id 83355	District II, Director A
Tim Moore	1473 E. 3600 So. Wendell, Id 83355	District II, Director B
Bernie Saul	Box 233 Hagerman, Id 83332	District II, Director C
Carl Pendleton	50 W. 620 N. Shoshone, Id 83352	At Large

The initial board of directors shall serve until the first annual meeting at which time the board of directors shall be classified and elected in the manner as provided for in the By-Laws.

ARTICLE VIII

INDEMNIFICATION AND LIMITED LIABILITY

Section 1. Director Liability. No director of this corporation shall be personally liable to the cooperative or its members for monetary damages for breach of fiduciary duty as a director, except for liability:

(a) for a breach of the director's duty of loyalty to this cooperative or its members;

(b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

(c) for a transaction from which the director derived an improper personal benefit;

(d) liability provided for under Section 30-1-48, Idaho Code; or

(e) for an act or omission occurring prior to the date when the provisions of this Section 1 of Article VIII become effective.

It is the intention of the members of this cooperative to eliminate or limit the personal liability of the directors of this cooperative to the greatest extent permitted under applicable law. After this Section 1 of Article VIII becomes effective, if amendments to applicable statutes are passed which authorize cooperative associations to act to further eliminate or limit the personal liability of directors, then the liability of the directors of this cooperative shall be eliminated or limited to the greatest extent permitted by the applicable statutes, as so amended or added.

Any repeal or modification of this Section 1 of Article VIII by the members of this association shall not adversely affect any right of or any protection available to a director of this cooperative which is in existence at the time of such repeal or modification.

Section 2. Indemnification of officers, directors, employees and agents. The association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding,

whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the extent permitted by Section 30-1-5, Idaho Code, or other applicable law, except that the association reserves the right, at its sole discretion, to determine whether and how much, if any, insurance it may purchase on behalf of directors, officers, employees or agents.

Any repeal or modification of this Section 2, of Article VIII by the members of this association shall not adversely affect any right of or any protection available to a director, officer, employee or agent of this cooperative by reason of any threatened, pending or completed action, suit or proceeding in existence at the time of such repeal or modification.

ARTICLE IX

INCORPORATORS

By reason of the consolidation of the two consolidating associations resulting in the incorporation of this association, the incorporators of this association are the two consolidating associations and these Articles of Incorporation will be signed on behalf of each of the consolidating associations by its respective President and its Secretary. The address of IDAHO GRANGE COOPERATIVE, INC., is Box 2-C, Shoshone, Id 83352. The address of WENDELL GRANGE SUPPLY COMPANY is Box 488, Wendell, Id 83355.

IN WITNESS WHEREOF, for the purpose of forming this association under the Co-operative Marketing Act of the State of Idaho, the undersigned consolidating associations, as the incorporators of this association, have executed these Articles of Incorporation the 1 day of MARCH, 1991.

IDAHO GRANGE COOPERATIVE, INC.

By Carl Pendleton
President

SEAL

ATTEST Larry Hemer
Secretary

STATE OF IDAHO

County of Lincoln

ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1 day of March, 1991, personally appeared before me Larry Keener and Wendell Grange, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of IDAHO GRANGE COOPERATIVE, INC., that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
June 24, 1994

WENDELL GRANGE SUPPLY COMPANY

By Wendell Grange

President

SEAL

ATTEST Bernard D. Saul

Secretary

STATE OF IDAHO

County of Lincoln

ss

I, Virginia Churchman, a notary public, do hereby certify that on this 1 day of March, 1991, personally appeared before me Wendell Grange and Bernard D. Saul, who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of WENDELL GRANGE SUPPLY COMPANY, that they signed the foregoing document as the President and Secretary, respectively, of the corporation, and that the statements therein contained are true.

Virginia Churchman
Notary Public for Idaho
Residing at Shoshone
My Commission Expires:
6/24/94