

AGREEMENT AND PLAN OF MERGER

AGREEMENT OF MERGER, dated August 15th 1975, between
COMPUTERIZED FARMING SERVICES, INC., an Idaho corporation, herein-
after sometimes called CFS, and ECHOL WEST, INC., an Idaho corporation,
hereinafter sometimes called ECHOL;

WITNESSETH:

CFS is a corporation organized and existing under the laws of
the State of Idaho, having been incorporated in 19 71.

Echol is a corporation organized and existing under the laws of
the State of Idaho, having been incorporated in 19 73.

The authorized capital stock of both CFS and Echol is expressly
set forth on Attachment "A" hereto and made a part of this agreement by this
reference.

The Boards of Directors of CFS and Echol, respectively, deem
it desirable and in the best interests of the corporations and their shareholders
that Echol be merged into CFS, and the corporations, respectively, desire that
they so merge under and pursuant to the laws of the State of Idaho.

NOW, THEREFORE, in consideration of the premises and of the
mutual covenants and agreements herein set forth and for the purpose of pre-
scribing the terms and conditions of such merger, the parties hereto covenant
and agree as follows:

1. MERGER: As soon as all the following events shall have
happened, to-wit:

(a) This agreement shall have been adopted and approved
by the votes of the holders of the outstanding and issued stock of

CFS and of Echol at separate meetings of the shareholders of CFS on the one hand and of the shareholders of Echol on the other, in accordance with the requirements of the laws of the State of Idaho, and that fact shall have been certified hereon by the respective Secretaries of each of such Corporations under their respective corporate seals; and

(b) This agreement, so adopted and certified, shall have been signed, acknowledged, and filed, all as required by the provisions of Sections 30-152, 30-153 and 30-154 of the Idaho Code, as amended;

thereupon Echol shall be deemed to have merged with and into CFS which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the Surviving Corporation; CFS and Echol are hereinafter sometimes called the Constituent Corporations; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation are hereinafter referred to as "the effective date of the merger."

2. NAME AND PURPOSES OF SURVIVING CORPORATION:

The name of the Surviving Corporation shall be COMPUTERIZED FARMING SERVICES, INC. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of CFS, as amended, on the effective date of the merger.

3. ACT OF INCORPORATION OF SURVIVING CORPORATION:

On the effective date of the merger, the Articles of Incorporation of CFS, as amended, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

4. BY-LAWS OF SURVIVING CORPORATION:

On the effective date of the merger, the By-Laws of CFS, as heretofore amended, shall be the By-Laws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new By-Laws shall be adopted, in accordance with the provisions thereof.

5. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION:

The Board of Directors of the Surviving Corporation shall ini
directors, each of whom shall hold office until the annual meet-
ing of the shareholders of the Surviving Corporation to be held in 1976, and
until his successor shall have been duly elected and shall have qualified, or un-
til his earlier death, resignation, or removal. The respective names, places
of residence, and addresses of such directors are as set forth on Attachment
"A" hereto.

The principal officers of the Surviving Corporation, each of whom
shall hold office until his successor shall have been duly elected or appointed
and shall have qualified or until his earlier death, resignation, or removal, and
their respective offices, places of residence, and post office addresses, are as
set forth on Attachment "A" hereto.

The Surviving Corporation may have such other officers as shall
be provided for in its By-Laws.

If on the effective date of the merger a vacancy shall exist in the
Board of Directors of the Surviving Corporation or in any of the offices above
specified by reason of the inability or failure of any of the above persons to ac-
cept a directorship in the Surviving Corporation or the office to which he is
designated, as the case may be, such vacancy may thereafter be filled in the
manner provided by law or in the By-Laws of the Surviving Corporation.

6. CAPITAL STOCK OF SURVIVING CORPORATION:

On the effective date of the merger, the total amount of capital

stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares are as set forth on Attachment "A" hereto.

7. CONVERSION OF OUTSTANDING STOCK ON MERGER:

The manner and basis of converting the outstanding stock of CFS and of Echol into stock and options of the Surviving Corporation upon the effective date of the merger shall be as set forth on Attachment "A" hereto.

8. EXCHANGE OF CERTIFICATES:

(a) On and after the effective date of the merger, each holder of a certificate or certificates theretofore representing outstanding stock of CFS or Echol shall be entitled, upon the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of full shares of the Surviving Corporation to which such holder is so entitled under the conversion ratio so established by this merger.

(b) If a certificate for any share or shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

9. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS AND SUBSIDIARIES:

Between the date hereof and the effective date of the merger, neither Echol nor CFS will, except with the prior written consent of the other;

(a) issue or sell any stock, bonds, or other corporate securities; (b) incur any obligation or liability (absolute or contingent), except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business; (c) discharge or satisfy any lien or encumbrance or pay any obligation or liability (absolute or contingent) other than current liabilities shown on their respective balance sheets, as at August 15, 1975,

and current liabilities incurred since that date in the ordinary course of business; (d) make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock; (e) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance of any of its assets, tangible or intangible; (f) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business; (g) sell, assign, or transfer any trademark, trade name, patent, or other intangible asset; (h) waive any right of any substantial value; or (i) enter into any transaction other than in the ordinary course of business.

10. EFFECT OF MERGER:

On the effective date of the merger, CFS and Echol shall cease to exist separately and Echol shall be merged with and into CFS in accordance with the provisions of this agreement and in accordance with the provisions of and with the effect provided in Sections 30-152, 30-153 and 30-154 of the Idaho Code, as amended. As provided therein, on the effective date of the merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Corporation; and all property, real, 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 each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Corporations 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 either of the Constituent Corporations shall be preserved

unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

11. FURTHER INSTRUMENTS:

From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, Echol will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

12. CAPITAL:

On the effective date of the merger, the capital of the Surviving Corporation shall be as set forth on Attachment "A" hereto.

13. PRINCIPAL OFFICES:

The location of the principal office of the Surviving Corporation shall be Kimberly Road, Twin Falls, Idaho 83301.

14. ABANDONMENT OF MERGER:

This agreement may be terminated and the merger provided for hereby abandoned: (1) by votes of the Boards of Directors of both the Constituent Corporations at any time prior to the effective date of the merger; (2) by vote of the Board of Directors of either of the Constituent Corporations at any time prior to the effective date of the merger if (a) a material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporation in connection with the merger, or (b) the other Constituent Corporation, without prior written consent of such Constituent Corporation, shall take any action prohibited by this agreement, or (c) the other

Constituent Corporation shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish, or (d) if, in the opinion of the Board of Directors of such Constituent Corporation, the merger is impracticable by reason of the number of shares of stock of CFS, the holders of which are in a position to perfect appraisal rights under any law or laws, or (e) if, in the opinion of the Board of Directors of such Constituent Corporation, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of either Constituent Corporation, and such consent is not obtainable without penalty; or (3) by vote of the Board of Directors of either of the Constituent Corporations at any time on or after September 30, 1975, if the merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this agreement shall be void and have no effect, and there shall be no liability on the part of either of the Constituent Corporations or any director, officer, or shareholder of either of such Constituent Corporations in respect thereof.

15. RIGHT OF AMENDMENT:

The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this agreement, in the manner now or hereafter prescribed by law or by such Act, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Act of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer, or any other person are subject to this reservation.

IN WITNESS WHEREOF, COMPUTERIZED FARMING SERVICES, INC., and ECHOL WEST, INC., have caused this agreement to be signed in their corporate names by their respective Presidents or Vice Presidents and

their respective Secretaries under the seals of the corporations, and also by majorities of their respective Boards of Directors, all as of the day and year first above written.

ATTEST:

Delmar F. Raynold
Secretary

Harold J. Seely
Jack O. O'Connell
Wallace C. Robinson
Robert S. Shipton

Majority of Board of Directors of Computerized Farming Services, Inc.

COMPUTERIZED FARMING SERVICES, INC.

By

Dallas Hess
President

Richard L. Turner
Sam Muehl
Delmar F. Raynold

ATTEST:

Guthrie T. Haef
Secretary

Sam Muehl
Delmar F. Raynold
Dean S. Tilton
Guthrie T. Haef

Majority of Board of Directors of Echol West, Inc.

ECHOL WEST, INC.

By

L. C. Holf
President

Richard L. Turner
Dallas Hess
L. C. Holf

ATTACHMENT "A"
TO
AGREEMENT AND PLAN OF MERGER
AS AND BETWEEN
COMPUTERIZED FARMING SERVICES, INC.
AND
ECHOL WEST, INC.

1. AUTHORIZED CAPITAL STOCK OF CONSTITUENT CORPORATION:

The authorized capital stock of COMPUTERIZED FARMING SERVICES, INC. is:

Class A Voting Common Stock, 500,000 shares, of the par value of \$1.00 each, of which 142,283 shares are issued and outstanding, and there are no outstanding options

Class B Non-Voting Common Stock, 500,000 shares, of the par value of \$1.00 each, of which 6125 shares are issued and outstanding, and there are no outstanding options

The authorized capital stock of ECHOL WEST, INC. is:

100,000 shares of Common Stock, of the par value of \$1.00 each, of which 30,000 shares are issued and outstanding, and there are no outstanding options

2. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION:

The Board of Directors and Officers of the Surviving Corporation shall initially consist of the following, each of whom shall hold such office until the annual meeting of the Shareholders of the Surviving Corporation:

OFFICERS OF COMPUTERIZED FARMING SERVICES, INC.

Dallas Hess Route #3, Twin Falls, Idaho 83301	President
Robert Skyles Route #3, Nampa, Idaho 83651	Chairman of the Board
Delmar H. Raybould Route #2, Rexburg, Idaho 83440	Secretary
William Jones Route #1, Kimberly, Idaho 83341	Treasurer

DIRECTORS OF COMPUTERIZED FARMING SERVICES, INC.

Robert Skyles
Route #3, Nampa, Idaho 83651

Delmar H. Raybould
Route #2, Rexburg, Idaho 83440

Jack Allred
Murtaugh, Idaho 83344

Wallace C. Robinson
Newdale, Idaho 83436

Richard Kerbs
1340 York Drive, Blackfoot, Idaho 83221

Harold Seeley
Route #2, Hazelton, Idaho 83335

R. James Meikle
309 Yale Avenue, Rexburg, Idaho 83440

3. CAPITAL STOCK OF SURVIVING CORPORATION:

The total amount of capital stock of the Surviving Corporation to be authorized is as follows:

Class A Voting Common Stock, 500,000 shares, of the par value of \$1.00 each, of which 292,283 shares will be issued in accordance with the merger ratio of 5 to 1.

Class B Non-Voting Common Stock, 500,000 shares, of the par value of \$1.00 each, of which 6125 shares will be issued in accordance with the merger ratio of 5 to 1.

4. CONVERSION OF OUTSTANDING STOCK ON MERGER:

The conversion as and between the Constituent Corporations is predicated upon a 5 to 1 ratio wherein 5 shares of stock of CFS shall be received for each 1 share of stock of Echol.

5. CAPITAL:

There are no capital stock accounts of either Constituent Corporation, therefore, the total shares of stock as hereinabove reflected constitute full capitalization information and data required for the purposes of this merger agreement.

STATE OF IDAHO)
) ss:
County of Madison)

On this 30th day of September, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared DALLAS HESS and DELMAR H. RAYBOULD, known to me to be the President and Secretary, respectively, of Computerized Farming Services, 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.

Evelyn Allen
Notary Public for Idaho
Residing at Newdale, Idaho
My commission expires: Life

STATE OF FLORIDA)
) ss.
County of Polk)

On this 14 day of October, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared CLEVE HOLT and ARTHUR T. HOLT, known to me to be the President and Secretary, respectively, of Echol West, 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.

Glenn Luman
Notary Public for Florida
Residing at Lakeland, Florida
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires May 24, 1978

STATE OF IDAHO)
) ss.
County of Madison)

On this 30th day of September, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT SKYLES, DELMAR H. RAYBOULD, JACK ALLRED, WALLACE C. ROBINSON, RICHARD L. KERBS, HAROLD SEELEY, and R. JAMES MEIKLE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Evelyn Allen
Notary Public for Idaho
Residing at Newdale, Idaho
My commission expires: Life

STATE OF IDAHO)
) ss.
County of Madison)

On this 30th day of September, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared DALLAS HESS, RICHARD L. KERBS, DELMAR H. RAYBOULD, and R. JAMES MEIKLE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Evelyn Allen
Notary Public for Idaho
Residing at Newdale, Idaho
My commission expires: Life

STATE OF FLORIDA)
) ss.
County of polk)

On this 14 day of October, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared CLEVE HOLT, ARTHUR T. HOLT, and DEAN S. TILTON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Glenna Luman
Notary Public for Florida
Residing at Lakeland, Florida
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires May 24, 1978

CERTIFICATE OF SECRETARY

OF

ECHOL WEST, INC.

I, ARTHUR T. HOLT, Secretary of Echol West, Inc., an Idaho corporation, hereby certify that the Agreement and Plan of Merger on which this certificate is made, after first being signed by the President and Secretary of Echol West, Inc., by a majority of the directors of Echol West, Inc., and by a majority of the directors of Computerized Farming Services, Inc., under the respective corporate seals of those corporations, and after the approval by resolution of such Agreement by the Board of Directors of Echol West, Inc., was duly submitted to the shareholders of Echol West, Inc., at a special meeting thereof duly called separately for the purpose of considering such Agreement and Plan of Merger, in accordance with the laws of the State of Idaho applicable thereto; and that at such meeting such Agreement and Plan of Merger was considered and a vote by ballot, in person or by proxy, taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote; and that the votes of shareholders of Echol West, Inc., representing more than two-thirds of the total number of shares of its issued and outstanding capital stock were for the adoption of such Agreement and Plan of Merger.

WITNESS my hand and the seal of Echol West., Inc., this 30th day of September, 1975.

(Corporate Seal)

Arthur T. Holt, Secretary
ECHOL WEST, INC.

CERTIFICATE OF SECRETARY

OF

COMPUTERIZED FARMING SERVICES, INC.

I, Delmar H. Raybould, Secretary of Computerized Farming Services, Inc., an Idaho corporation, hereby certify that the Agreement and Plan of Merger on which this certificate is made, after first being signed by the President and Secretary of Computerized Farming Services, Inc., by a majority of the directors of Computerized Farming Services, Inc., and by a majority of the directors of Echol West, Inc., under the respective corporate seals of those corporations, and after the approval by resolution of such Agreement by the Board of Directors of Computerized Farming Services, Inc., was duly submitted to the shareholders of Computerized Farming Services, Inc., at a special meeting thereof duly called separately for the purpose of considering such Agreement and Plan of Merger, in accordance with the laws of the State of Idaho applicable thereto; and that at such meeting such Agreement and Plan of Merger was considered and a vote by ballot, in person or by proxy, taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote; and that the votes of shareholders of Computerized Farming Services, Inc., representing more than two-thirds of the total number of shares of its issued and outstanding capital stock were for the adoption of such Agreement and Plan of Merger.

WITNESS my hand and the seal of Computerized Farming Services, Inc., this 30th day of September, 1975.

(Corporate Seal)

Delmar H. Raybould, Secretary

COMPUTERIZED FARMING SERVICES,
INC.