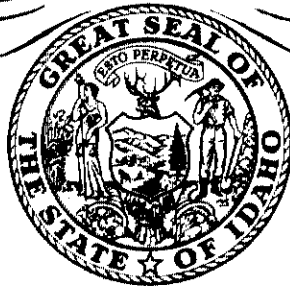


# State of Idaho



## Department of State.

### CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

**LOUIS E. CLAPP**  
I, ~~ARNOLD 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

#### **GENESSEE UNION WAREHOUSE COMPANY**

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed  
in this office on the **1st** day of **June** 19 **66**,  
original articles of amendment, as provided by Section **s, 22-2609, 30-151 & 30-152**, Idaho  
Code, Agreement of Merger, merging **FARMERS UNION PRODUCERS CO., and GENESSEE**  
**UNION WAREHOUSE COMPANY**, with the latter being the surviving corporation,

and that the said articles of amendment contain the statement of facts required by law, and ~~will be~~  
/ recorded on ~~308334~~ **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 **1st** day of **June**,  
A. D., 19 **66**.

Secretary of State

1 MERGER AGREEMENT

2  
3 THIS AGREEMENT of Merger, made and entered into this 25th  
4 day of March, 1966, by and between GENESEE UNION  
5 WAREHOUSE COMPANY, an Idaho Corporation, (hereinafter sometimes  
6 called "Genesee Union"), with its principal office at Genesee,  
7 Latah County, Idaho, and its directors or a majority thereof,  
8 party of the first part, and FARMERS UNION PRODUCERS CO., an Idaho  
9 Corporation, (hereinafter sometimes called "Farmers Union"), with  
10 its principal office at Genesee, Latah County, Idaho, and its  
11 directors or a majority thereof, party of the second part;  
12

13 WITNESSETH:

14 WHEREAS, Genesee Union Warehouse Company and Farmers Union  
15 Producers Co. are corporations organized and existing under the  
16 laws of the State of Idaho, both corporations having been formed  
17 and organized under and pursuant to Chapter 26 of Title 22 of the  
18 Idaho Code, known as the "Cooperative Marketing Act" and laws rele-  
19 vant thereto:  
20

21 WHEREAS, the board of directors of each of said corporations  
22 at meetings duly and regularly called and held has by resolution  
23 declared it advisable for the general welfare and advantage of  
24 said corporations and their respective members that said corpor-  
25 ations merge pursuant to the laws of the State of Idaho so as to  
26 form a single corporation, to-wit, Genesee Union Warehouse Company,  
27 the party of the first part hereto, which shall be the surviving  
28 corporation, and said corporations desire that they so merge  
29 pursuant to the provisions of this agreement of merger;  
30  
31

32 NOW, THEREFORE, in consideration of the premises and of the

1 mutual agreements, provisions, covenants and grants herein con-  
2 tained, the parties hereto hereby agree, in accordance with the  
3 applicable provisions of the laws of the State of Idaho, that  
4 Genesee Union Warehouse Company and Farmers Union Producers Co.  
5 shall be, and they hereby are, merged into a single corporation,  
6 to-wit: Genesee Union Warehouse Company, a corporation or  
7 association organized and existing as aforesaid, the party of the  
8 first part hereto as the surviving corporation, and that Farmers  
9 Union Producers Co. shall merge, and it does hereby merge, into  
10 Genesee Union Warehouse Company, and that Genesee Union Warehouse  
11 Company shall merge, and it does hereby merge, into itself; and  
12 that the terms and conditions of the merger hereby provided for  
13 and the mode of carrying it into effect are, and shall be, as  
14 hereinafter set forth.

17 1. The name of the corporation to survive the merger is  
18 Genesee Union Warehouse Company.

19 2. The identity, existence, purposes, powers, objects,  
20 franchises, rights, privileges and immunities of Genesee Union  
21 Warehouse Company shall continue unaffected and unimpaired by the  
22 merger hereby provided for, and the corporate franchises, entities,  
23 existence, privileges and rights of Farmers Union Producers Co.  
24 shall be continued in and merged into Genesee Union Warehouse  
25 Company, and Genesee Union Warehouse Company shall be fully vested  
26 therewith. The separate existence and corporate organization of  
27 Farmers Union Producers Co., except insofar as they may be con-  
28 tinued by statute, shall cease as soon as this agreement of  
29 merger shall have been authorized, adopted and approved at  
30 meetings of the members of Genesee Union and Farmers Union by a  
31  
32

1 2/3 vote of those present and voting at a regularly called meeting  
2 of members of each respective corporation and held in accordance  
3 with Section 22-2622A, Idaho Code, as amended, the Articles of  
4 Incorporation of each respective corporation, the By-Laws of each  
5 respective corporation and the filing of this merger agreement  
6 with the Secretary of State of the State of Idaho, the latter of  
7 which shall constitute the effective date of this merger.  
8

9 3. The By-Laws of Genesee Union Warehouse Company in effect  
10 immediately prior to the effective date of merger shall be the By-  
11 Laws of the surviving corporation until the same shall be altered,  
12 amended or repealed.  
13

14 4. The members of the board of directors and the officers  
15 of Genesee Union Warehouse Company immediately prior to the effec-  
16 tive date of merger shall be the members of the board of directors  
17 and the officers, respectively, of the surviving corporation, and  
18 they shall continue to hold office until their respective succes-  
19 sors shall have been elected and shall qualify pursuant to the By-  
20 Laws of the surviving Corporation or as otherwise provided in said  
21 By-Laws.  
22

23 5. On the effective date of merger, all the property, real,  
24 personal and mixed, including bank accounts, cash on hand,  
25 accounts receivable and any other things of value of Farmers Union  
26 Producers Co., and all the debts due on whatever account to  
27 Farmers Union, including any choses in action belonging to Farmers  
28 Union, shall be taken and be deemed to be transferred to and in-  
29 vested in Genesee Union Warehouse Company without further act or  
30 deed.  
31

32 6. On the effective date of merger, the surviving

1 corporation, Genesee Union, shall thenceforth be responsible for  
2 all the debts, liabilities, obligations and duties of each of the  
3 constituent corporations, and all said debts, liabilities, obliga-  
4 tions and duties shall thenceforth attach to the surviving corpora-  
5 tion and may be enforced against it to the same extent as if said  
6 debts, liabilities, obligations and duties had been incurred or  
7 contracted by the surviving corporation; that the liabilities of  
8 the constituent corporations, or of their members, directors or  
9 officers shall not be affected, nor shall the rights of the credi-  
10 tors thereof or of any person dealing with the constituent corpora-  
11 tions be impaired by this merger; and all rights of creditors  
12 thereof or of any persons dealing with such corporations shall be  
13 preserved unimpaired, and any claim existing or action or pro-  
14 ceeding pending by or against either of the constituent corpora-  
15 tions, may be prosecuted to judgment as if this merger had not  
16 taken place, or the surviving corporation may be proceeded against  
17 or substituted in its place.

20  
21 7. All expenses incident to the merger shall be paid by the  
22 surviving corporation; provided, however, that in the event the  
23 merger contemplated hereby shall not be consummated for any rea-  
24 son, all expenses incident to preparation for carrying this agree-  
25 ment of merger into effect and consummating the merger shall be di-  
26 vided between and borne by the constituent corporations in the pro-  
27 portions that their respective net assets on the 31st day of May,  
28 1966, bear to their combined net assets on said date.

29  
30 8. From time to time, as and when requested by Genesee Union  
31 Warehouse Company, or by its successors or assigns, Farmers Union  
32 Producers Co. shall execute and deliver, or cause to be executed

1 and delivered, all such deeds and other instruments, and shall  
2 take or cause to be taken all such further and other action, as  
3 Genesee Union Warehouse Company may deem necessary or desirable,  
4 in order more fully to vest in and confirm to Genesee Union Ware-  
5 house Company title to and possession of all of the property,  
6 rights, privileges, powers and franchises referred to herein and  
7 otherwise to carry out the intent and purposes of this agreement  
8 of merger.  
9

10 9. It is understood that neither Genesee Union nor Farmers  
11 Union has outstanding any stock of any kind or nature, whether the  
12 same be common, preferred or otherwise, but each of said corpora-  
13 tions does have outstanding membership certificates held by its  
14 respective members with the value of each and every membership cer-  
15 tificate acknowledged to be of a value of \$25.00. In addition  
16 thereto, each of said corporations has outstanding revolving fund  
17 credit issued to its respective members and patrons, on which pay-  
18 ment is being made from time to time. It is agreed that Genesee  
19 Union Warehouse Company will immediately upon the effective date  
20 of this merger proceed to call in, redeem and liquidate all member-  
21 ship certificates of Farmers Union Producers Co. at the rate of  
22 \$25.00 per such membership certificate, such membership certificate  
23 list to be as of the close of business on May 31, 1966.  
24  
25

26 10. It being acknowledged that each of said corporations has  
27 outstanding revolving fund credit issued to its respective members  
28 and patrons, Genesee Union Warehouse Company as surviving corpora-  
29 tion agrees to retire the revolving fund credit of Farmers Union  
30 Producers Co. in the same percentages and at the same times that  
31 it retires the existing revolving fund credit of Genesee Union  
32

1 Warehouse Company, with the revolving fund credit of each corpora-  
2 tion in each instance to be considered as of the close of business  
3 of each corporation on the 31st day of May, 1966. The respective  
4 revolving fund credit of each corporation shall be retired in the  
5 manner provided by the respective by-laws, that is, revolving fund  
6 credit issued in prior years shall be entitled to priority in re-  
7 tirement.  
8

9 11. In any event, it is agreed that all things will be done  
10 so that the effective date of this merger will be at the close of  
11 business on the 31st day of May, 1966. It is further agreed that  
12 all books, records, lists of members, revolving fund credit infor-  
13 mation, books and records of any type and kind, shall be trans-  
14 ferred and turned over to Genesee Union Warehouse Company with ex-  
15 pediency and without delay on said day or as soon thereafter as  
16 is feasible. Until the date this merger becomes effective, Farmers  
17 Union Producers Co. shall operate in the usual manner, but in no  
18 event shall do anything which would in any manner frustrate or  
19 diminish the efficacy of this merger agreement. It is agreed and  
20 acknowledged that the fiscal year of Farmers Union Producers Co.  
21 terminates at the close of business on the 31st day of May, 1966,  
22 and it is the intent of this merger agreement that the merger shall  
23 become effective as of that time and that all arrangements will be  
24 made so as to accomplish this goal.  
25  
26  
27

28 IN WITNESS WHEREOF, the directors, or a majority of them, of  
29 each of the above named corporations have entered into this agree-  
30 ment of merger, have duly subscribed their respective names to  
31 this agreement of merger, and have caused the corporate seal of  
32 each of the corporations to be hereunto affixed and attested, all

as of the date and year first above written.

GENESEE UNION WAREHOUSE COMPANY

Fred Hove

H.E. Akerin

Walter L. Erickson

Howard Gilje

Melvin L. Moser

Sanford Evans

Jess Johnson

Lloyd A. Wilson

Ellis Edberg Jr.

Constituting all of the Directors  
of the Board of Directors of the  
above-named Genesee Union Ware-  
house Company

FARMERS UNION PRODUCERS CO.

Marion M. Holben

John A. Balder

Geo. W. Erickson

L. Eugene Woodruff

Andrew L. Jensen

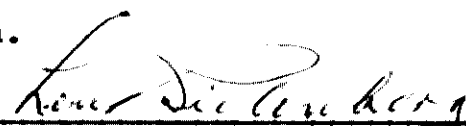
Constituting all of the Directors  
of the Board of Directors of the  
above-named Farmers Union  
Producers Co.



1 STATE OF IDAHO )  
2 ) ss.  
3 County of Latah )

4 On this 25th day of March, 1966, before me, the  
5 undersigned, a Notary Public in and for said State, personally  
6 appeared Fred Hove, K. E. Aherin, Walter C. Erickson, Thorvald  
7 Gilje, Melvin L. Moser, Sanford Evans, Jess Johnson, Lloyd  
8 Wilson and Ellis Odberg, Jr., known to me to be the persons whose  
9 names are subscribed to the within instrument as members of the  
10 Board of Directors of the Genesee Union Warehouse Company, an  
11 Idaho corporation, and acknowledged to me they executed the same  
12 as such directors of Genesee Union Warehouse Company.  
13

14 IN WITNESS WHEREOF, I have hereunto set my hand and notarial  
15 seal on the date last above written.

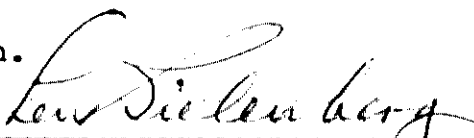
16   
17 Notary Public for Idaho,  
18 Residing in Latah County.  
19

20 STATE OF IDAHO )  
21 ) ss.  
22 County of Latah )

23 On this 25th day of March, 1966, before me,  
24 the undersigned, a Notary Public in and for said State, personally  
25 appeared Marion M. Holben, John Baldus, Geo. W. Erickson,  
26 L. Eugene Woodruff and Andrew G. Zenner, known to me to be the  
27 persons whose names are subscribed to the within instrument as  
28 members of the Board of Directors of the Farmers Union Producers  
29 Co., an Idaho corporation, and acknowledged to me they executed  
30 the same as such directors of Farmers Union Producers Co.  
31

32 IN WITNESS WHEREOF, I have hereunto set my hand and notarial

1 seal on the date last above written.

2   
3 Notary Public for Idaho,  
4 Residing in Latah County.

5 I, Walter C. Erickson, hereby certify that I am secretary of  
6 Genesee Union Warehouse Company, a corporation or association or-  
7 ganized and existing under and by virtue of the laws of the State  
8 of Idaho, and do further certify as follows:  
9

10 The foregoing agreement of merger for the merger of Genesee  
11 Union Warehouse Company, a domestic corporation, and Farmers  
12 Union Producers Co., a domestic corporation, was signed under the  
13 corporate seal of Genesee Union Warehouse Company, and delivered  
14 by the corporation and by a majority of its directors after the  
15 directors of the corporation and its board of directors, by resolu-  
16 tion, adopted by at least a majority vote of all the members of the  
17 board, had approved the agreement of merger and the terms of agree-  
18 ment therein set forth at a meeting of the board duly held for the  
19 purpose of considering them.  
20

21 The agreement of Merger was duly submitted to the members of  
22 Genesee Union Warehouse Company at a meeting thereof regularly  
23 called by the Board of Directors of the Corporation for the pur-  
24 pose of taking the same into consideration, and separately duly  
25 held on the 12th day of April, 1966, at the Firemen's Hall in  
26 Genesee, Idaho, the time, place, object and notice of the sub-  
27 stance of the proposed agreement of which meeting due notice was  
28 duly given in accordance with the laws of the State of Idaho, the  
29 Articles of Incorporation and By-Laws of Genesee Union Warehouse  
30 Company.  
31  
32

1 At the meeting the agreement of merger was considered and a  
2 vote of the members of Genesee Union Warehouse Company who were  
3 present was taken, with a quorum being present, (the By-Laws of  
4 Genesee Union Warehouse Company prohibit voting by mail or by  
5 proxy) for the adoption or rejection of the agreement of merger,  
6 and the votes of members representing more than two-thirds of those  
7 present and voting in respect thereof were for the adoption of the  
8 agreement of merger.  
9

10 The meeting of the members of Genesee Union Warehouse Com-  
11 pany was held separately from any meeting of the members of  
12 Farmers Union Producers Co.  
13

14 IN WITNESS WHEREOF, I have hereunto set my hand and the seal  
15 of Genesee Union Warehouse Company this 13 day of May  
16 1966.  
17

18 GENESEE UNION WAREHOUSE COMPANY

19 By Walter C. Erickson  
20 Secretary  
21

22 I, L. Eugene Woodruff, hereby certify that I am secretary of  
23 Farmers Union Producers Co., a corporation or association organized  
24 and existing under and by virtue of the laws of the State of Idaho,  
25 and do further certify as follows:

26 The foregoing agreement of merger for the merger of Farmers  
27 Union Producers Co., a domestic corporation, and Genesee Union  
28 Warehouse Company, a domestic corporation, was signed under the  
29 corporate seal of Farmers Union Producers Co., and delivered by  
30 the corporation and by a majority of its directors after the di-  
31 rectors of the corporation and its board of directors, by  
32

1 resolution, adopted by at least a majority vote of all the mem-  
2 bers of the board, had approved the agreement of merger and the  
3 terms of agreement therein set forth at a meeting of the board  
4 duly held for the purpose of considering them.  
5

6 The agreement of Merger was duly submitted to the members of  
7 Farmers Union Producers Co. at a meeting thereof regularly called  
8 by the Board of Directors of the Corporation for the purpose of  
9 taking the same into consideration, and separately duly held on  
10 the 12th day of April, 1966, at the Firemen's Hall in Genesee,  
11 Idaho, the time, place, object and notice of the substance of the  
12 proposed agreement of which meeting due notice was duly given in  
13 accordance with the laws of the State of Idaho, the Articles of  
14 Incorporation and By-Laws of Farmers Union Producers Co.  
15

16 At the meeting the agreement of merger was considered and a  
17 vote of the members of Farmers Union Producers Co. who were pre-  
18 sent was taken, with a quorum being present, (the By-Laws of  
19 Farmers Union Producers Co. prohibit voting by mail or by proxy)  
20 for the adoption or rejection of the agreement of merger, and the  
21 votes of members representing more than two-thirds of those pre-  
22 sent and voting in respect thereof were for the adoption of the  
23 agreement of merger.  
24

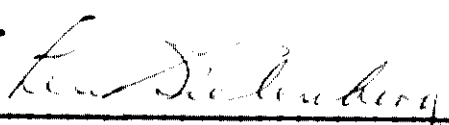
25 The meeting of the members of Farmers Union Producers Co.  
26 was held separately from any meeting of the members of Genesee  
27 Union Warehouse Company.  
28

29 IN WITNESS WHEREOF, I have hereunto set my hand and the seal  
30 of Farmers Union Producers Co. this 13 day of May,  
31 1966.  
32



1 appeared Fred Hove and Walter C. Erickson, known to me to be the  
2 persons whose names are subscribed to the within instrument as  
3 president and secretary respectively of Genesee Union Warehouse  
4 Company, a corporation, and acknowledged to me they executed the  
5 same respectively as president and secretary of said corporation.  
6

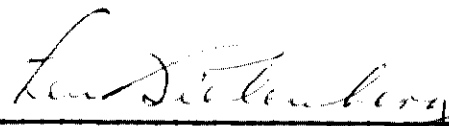
7 IN WITNESS WHEREOF, I have hereunto set my hand and notarial  
8 seal on the date last above written.

9   
10 Notary Public for Idaho,  
11 Residing in Latah County.

11 STATE OF IDAHO )  
12 ) ss.  
13 County of Latah )

14 On this 13 day of May, 1966, before me, the  
15 undersigned, a Notary Public in and for said State, personally  
16 appeared Marion M. Holben and L. Eugene Woodruff, known to me to  
17 be the persons whose names are subscribed to the within instrument  
18 as president and secretary respectively of Farmers Union Pro-  
19 ducers Co., a corporation, and acknowledged to me they executed  
20 the same respectively as president and secretary of said corpor-  
21 ation.  
22

23 IN WITNESS WHEREOF, I have hereunto set my hand and notarial  
24 seal on the date last above written.

25   
26 Notary Public for Idaho,  
27 Residing in Latah County.  
28  
29  
30  
31  
32