

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 Merger of _____

MALSON FARMS, INC.

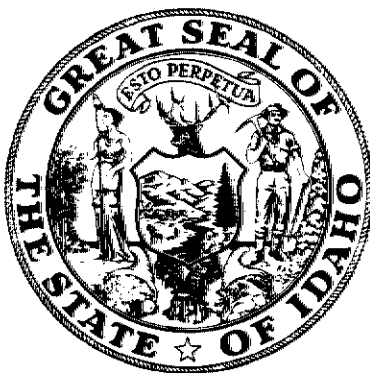
into TACO, INC.,

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 Merger

_____, and attach hereto a duplicate original of the Articles of Merger

Dated April 23, 19 90.



Pete T. Cenarrusa
SECRETARY OF STATE

William

Corporation Clerk

ORIGINAL

APR 23 3 29 PM '90
SECRETARY OF STATE

ARTICLES OF MERGER

Merging

MALSON FARMS, INC.
(an Idaho corporation)

Into

TMCO, INC.
(an Idaho corporation)

Pursuant to Section 30-1-74 of the Idaho Business Corporation Act

MALSON FARMS, INC., an Idaho corporation ("Malson"), and **TMCO, INC.**, an Idaho corporation ("Company"), do hereby certify that:

FIRST: Malson and the Company entered into an Agreement and Plan of Merger, dated as of October 1, 1989 (the "Plan of Merger"), which provides for the merger (the "Merger") of Malson with and into the Company, which will be the Surviving Corporation. The Plan of Merger is attached hereto as **Annex I** and is hereby incorporated herein by reference.

SECOND: Malson has outstanding 1,000 shares of Common Stock (\$100 par value), all of which were voted in favor of the Plan of Merger.

THIRD: The Company has outstanding 280 shares of Common Stock (\$100 par value), all of which were voted in favor of the Plan of Merger.

DATED as of the 1st day of October, 1989.

MALSON FARMS, INC.

By 
Mark W. Malson, President

By 
Thomas W. Malson, Secretary

TMCO, INC.

By 
Thomas W. Malson, President


By 
Mark A. Michels, Secretary

ARTICLES OF MERGER - P. 1

3/23/90/s

STATE OF IDAHO)
 :SS.
County of Ada)


I, MARK MICHELS, a Notary Public, do hereby certify that on this 30 day of March, 1990, personally appeared before me MARK W. MALSON who, being by me first duly sworn, declared that he is the President of MALSON FARMS, INC., an Idaho corporation, that he signed the foregoing document as President of said corporation, and that the statements contained therein are true.



Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 11-25-94

STATE OF IDAHO)
 :SS.
County of Ada)

I, MARK MICHELS, a Notary Public, do hereby certify that on this 30 day of March, 1990, personally appeared before me THOMAS W. MALSON who, being by me first duly sworn, declared that he is the President of TMCO, INC., an Idaho corporation, that he signed the foregoing document as President of said corporation, and that the statements contained therein are true.



Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 11-25-94

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of October 1, 1989 (the "Agreement"), by and between MALSON FARMS, INC. an Idaho corporation ("Malson"), and TMCO, INC., an Idaho corporation (the "Company") (Malson and the Company being sometimes collectively referenced as the "Constituent Corporations").

A. Malson is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 100,000 shares of common stock, \$100 par value, of which 1,000 shares were issued and outstanding immediately prior to the Effective Date (as defined herein);

B. The Company is a corporation duly organized and validly existing under the laws of the State of Idaho, with an authorized capital of 2,500 shares of capital stock, \$100 par value, of which 280 shares are issued and outstanding; and

C. The boards of directors and shareholders of Malson and the Company have adopted resolutions declaring advisable the proposed merger of Malson with and into the Company (the "Merger") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Constituent Corporations agree to effect the Merger on the terms and conditions set forth herein.

1. Merger.

1.1 The Merger. On the Effective Date, Malson shall be merged with and into the Company, which shall be the Surviving Corporation. Thereupon, the separate existence of Malson shall cease.

1.2 Articles of Merger. As soon as practicable, the Surviving Corporation will cause Articles of Merger (the "Articles of Merger") to be executed, acknowledged and filed with the Secretary of State of Idaho as provided in Section 30-1-74 of the Idaho Business Corporation Act (the "Act").

1.3 Effective Date. The Merger shall be effective for accounting purposes as of the close of business on September 30, 1989 (the "Effective Date").

2. Exchange of Shares.

2.1 Malson Shares. Each share of capital stock of Malson issued and outstanding immediately prior to the Effective Date shall (without further action of Malson or the Surviving Corporation) be converted, as of the Effective Date, into .0544 fully paid and nonassessable share of capital stock of the Company; provided that fractional shares of Company stock shall not be issued.

2.2 TMCO Shares. On and after the Effective Date, all of the outstanding certificates that prior to that time represented outstanding shares of

the common stock issued by Malson shall be deemed for all purposes to evidence ownership of and to represent the shares of the Company into which the shares of Malson represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Company. The registered owner of any such outstanding Malson stock certificate shall, until such certificate shall have been surrendered to the Company for transfer or conversion, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Company into which the shares evidenced by such outstanding Malson certificates have been converted as provided above. Upon surrender of a certificate representing Malson shares, the Company shall issue to the record owner thereof a certificate representing .0544 share of the Company's common stock for each Malson share represented by the surrendered certificate; and the surrendered certificate shall thereupon be cancelled.

3. Certain Effects of the Merger.

3.1 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Malson shall cease and Malson shall be merged into the Company. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, 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 rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and debts due to either 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 (including, without limitation, those real properties titled in Malson's name and located in Canyon and Payette Counties and evidenced by the tax notices attached hereto as **Exhibits "A1" and "A2"**) 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 vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

3.2 Further Assurances. Malson agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem

necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referenced in Section 3.1 and otherwise to carry out the intent and purposes thereof.

4. Surviving Corporation.

4.1 Articles of Incorporation. On the date of filing Articles of Merger with the Idaho Secretary of State, the articles of incorporation of the Company shall be amended and restated in their entirety as set forth on **Exhibit "B1"**, which is incorporated herein by reference.

4.2 Bylaws. On the date of filing Articles of Merger with the Idaho Secretary of State, the Bylaws of the Company shall be amended and restated in their entirety as set forth on **Exhibit "B2"**, which is incorporated herein by reference.

4.3 Directors and Officers. Following the Merger, the directors and officers of the Company shall remain the directors and officers of the Surviving Corporation. Such directors and officers shall hold office until their successors have been duly elected or appointed and have qualified in accordance with law and the Bylaws of the Surviving Corporation.

5. Miscellaneous.

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5.2 Amendment. This Agreement may be amended with the approval of the board of directors of each party at any time prior to the Effective Date with respect to any of the terms contained herein.

5.3 Agreement to Take Necessary and Desirable Actions. Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary and desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

5.5 Captions. The captions are inserted herein for convenience only and shall not be given any legal effect or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger in one or more counterparts which, taken together, shall constitute one Agreement.

MALSON FARMS, INC.,
an Idaho corporation

By 
Mark W. Malson, President

ATTEST:


Thomas W. Malson, Secretary

TMCO, INC.,
an Idaho corporation

By 
Thomas W. Malson, President

ATTEST:


Mark A. Michels, Secretary

**[EXHIBITS "A" AND "A2" (CANYON AND
PAYETTE COUNTY TAX NOTICES ARE
INTENTIONALLY OMITTED)]**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TMCO, INC.
(an Idaho corporation)**

The original Articles of Incorporation of TMCO, Inc. as filed on October 15, 1969 are hereby further amended in their entirety (except as to name, capitalization and perpetual duration) pursuant to the Articles of Merger and accompanying Agreement and Plan of Merger ("Plan of Merger") of Malson Farms, Inc. into TMCO, Inc. filed simultaneously herewith; and these Amended and Restated Articles of Incorporation of TMCO, Inc. correctly set forth without change the corresponding provisions of the Articles of Incorporation as previously amended and as further amended pursuant to the Plan of Merger, and supersede the original Articles of Incorporation and all previous amendments thereto. These Amended and Restated Articles of Incorporation of TMCO, Inc. therefore amend and restate in their entirety the Articles of Incorporation of TMCO, Inc.

FIRST

The name of the corporation is **TMCO, INC.**

SECOND

The period of the corporation's duration is perpetual.

THIRD

The purpose for which the corporation is organized is the transaction of any and all lawful business for which the corporation may be incorporated under the Idaho Business Corporation Act.

FOURTH

The aggregate number of shares which the corporation shall have authority to issue is 2,500 shares of common stock with \$100 par value.

FIFTH

Shareholders shall have no preemptive right to acquire unissued or treasury shares or securities convertible into such shares or carrying a right to subscribe to or acquire shares.

SIXTH

The corporation reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in any manner now or hereafter prescribed or permitted by statute; provided, that no such amendment, alteration, change or repeal of Article Eighth shall be effective except upon

EXHIBIT "BI" TO AGREEMENT AND PLAN OF MERGER - P. 1

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approval by the holders of two-thirds (2/3) of outstanding stock. All rights of stockholders of the corporation are granted subject to this reservation.

The Board of Directors is expressly authorized to alter, amend or repeal the Bylaws of the corporation and to adopt new Bylaws, subject to repeal or change by vote of a majority of shareholders of the corporation's Common Stock.

SEVENTH

The number of directors which shall constitute the whole Board of Directors of the corporation shall be specified in its Bylaws. In the absence of a Bylaw provision, the number of directors shall be four (4). At each election for directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, one vote for each share owned by him. Shareholders have no right to vote their shares cumulatively in the election of directors.

EIGHTH

A director of this corporation shall not be personally liable to this corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty of this corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 30-1-48, Idaho Code, or (d) for any transaction from which the director derived an improper personal benefit. If the Idaho Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Idaho Business Corporation Act, so as amended. Any repeal or modification of this Article Eighth by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

DATED as of the 30 day of March, 1990.

TMCO, INC.

By 
Thomas W. Malson, President

ATTEST:


Mark A. Michels, Secretary

EXHIBIT "B1" TO AGREEMENT AND PLAN OF MERGER - P. 2

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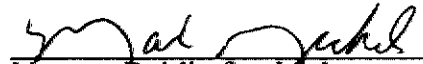
STATE OF IDAHO)
 :SS
County of Ada)

I, THOMAS W. MALSON, being first duly sworn on oath, depose and say:

I am the President of TMC, Inc., that I have read the within and foregoing Amended and Restated Articles of Incorporation, that I am familiar with the facts and statements set forth therein, and the same are true as I verily believe.


THOMAS W. MALSON

SUBSCRIBED AND SWORN to before me on this 30 day of March, 1990.


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires:

**[EXHIBIT "B-2" (RESTATED BYLAWS)
IS INTENTIONALLY OMITTED]**