

State of Idaho

Department of State.

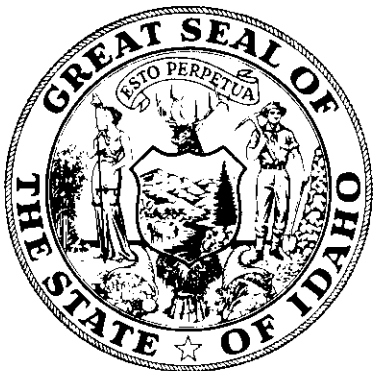
CERTIFICATE OF AUTHORITY OF

SDS BIOTECH CORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **SDS BIOTECH CORPORATION** for a Certificate of Authority to transact business in this State, 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 Authority to **SDS BIOTECH CORPORATION** to transact business in this State under the name **SDS BIOTECH CORPORATION** and attach hereto a duplicate original of the Application for such Certificate.

Dated **November 3, 1983**



A handwritten signature in cursive script, reading "Pete T. Cenarrusa".

SECRETARY OF STATE

Corporation Clerk

APPLICATION FOR CERTIFICATE OF AUTHORITY

To the Secretary of State of Idaho.

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is SDS Biotech Corporation

2. *The name which it shall use in Idaho is SDS Biotech Corporation

3. It is incorporated under the laws of Delaware

4. The date of its incorporation is July 1, 1983 and the period of its duration is perpetual

5. The address of its principal office in the state or country under the laws of which it is incorporated is c/o THE CORPORATION TRUST COMPANY
100 West Tenth Street, Wilmington, Delaware 19801

6. The address to which correspondence should be addressed, if different from that in item 5 7528 Auburn Rd., Concord Township, Painesville, Ohio 44077

7. The street address of its proposed registered office in Idaho is 300 North 6th Street
Boise, Idaho 83701, and the name of its proposed registered agent in Idaho at that address is C T CORPORATION SYSTEM

8. The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are:
To engage in any lawful act or activity.

9. The names and respective addresses of its directors and officers are:

Name	Office	Address
<u>SEE ATTACHED LIST</u>		

10. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>20,000</u>	<u>Common, Series "A"</u>	<u>Without par value</u>
<u>20,000</u>	<u>Common, Series "B"</u>	<u>Without par value</u>
<u>20,000</u>	<u>Common, Series "C"</u>	<u>Without par value</u>
<u>40,000</u>	<u>Common, Series "D"</u>	<u>Without par value</u>

(continued on reverse)

SDS Biotech Corporation

Specific Purpose Clause

The manufacturing and marketing of agricultural chemical animal health products, the development of agricultural chemical and animal health products, and the research activity related to the discovery or identification of chemicals and animal health products.

SDS BIOTECH CORPORATION
OFFICERS

<u>Name and Office(s)</u>	<u>Address</u>
Alan J. Tomlinson President	7528 Auburn Road Concord Township Painesville, Ohio 44077
Taijiro Oga Senior Vice President	13-9 Shiba Daimon 1-Chome Minatu - Ku Tokyo, 105-Japan
W. D. Wegrich Senior Vice President	7528 Auburn Road Concord Township Painesville, Ohio 44077
Gary H. Ritondaro Treasurer, Controller and Secretary	7528 Auburn Road Concord Township Painesville, Ohio 44077
Timothy Tinkler Assistant Secretary	7528 Auburn Road Concord Township Painesville, Ohio 44077
David E. Jordan Assistant Secretary	1100 Superior Ave. Cleveland, Ohio 44114

SDS BIOTECH CORPORATION
DIRECTORS

<u>Name</u>	<u>Address</u>
William H. Bricker	717 North Harwood Street Dallas, Texas 75201
James F. Kelley	717 North Harwood Street Dallas, Texas 75201
C. Dale McDoulett	717 North Harwood Street Dallas, Texas 75201
Yoshio Hiromoto	13-9 Shiba Daimon 1-Chome Minatu - Ku Tokyo, 105 Japan
Keiichi Kimura	280 Park Avenue New York, New York 10017
Taijiro Oga	13-9 Shiba Daimon 1-Chome Minatu - Ku Tokyo, 105 Japan
Alan J. Tomlinson	7528 Auburn Road Concord Township Painesville, Ohio 44077

State of Delaware



NOV 3 10 55 AM '83
DEPARTMENT OF STATE

Office of Secretary of State

I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF SDS BIOTECH CORPORATION FILED IN THIS OFFICE ON THE FIRST DAY OF JULY, A.D. 1983, AT 10:01 O'CLOCK A.M.

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Glenn C. Kenton, Secretary of State

AUTHENTICATION: 10085737

DATE: 10/11/1983

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CERTIFICATE OF INCORPORATION
OF
SDS BIOTECH CORPORATION
A CLOSE CORPORATION
ORGANIZED UNDER THE LAWS OF
THE STATE OF DELAWARE, UNITED STATES OF AMERICA

The undersigned, for the purpose of incorporating and organizing a close corporation under the General Corporation Law of the State of Delaware, United States of America ("GCL"), DOES HEREBY CERTIFY as follows:

1. Name: The name of the corporation is SDS Biotech Corporation (the "JV Company").

2. Registered Office and Agent: The address of the registered office of the JV Company in the State of Delaware, United States of America, is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of the registered agent of the JV Company at such address is The Corporation Trust Company.

3. Purpose: The purpose of the JV Company is to engage in any lawful act or activity for which corporations may be organized under the GCL.

4. Capital Stock: (a) The total number of shares of capital stock which the JV Company shall have authority to issue is 100,000 shares of Common Stock, without par value (the "Shares"), which shall consist of 20,000 Shares denominated Series A Shares, 20,000 Shares denominated Series B Shares,

20,000 Shares denominated Series C Shares and 40,000 Shares denominated Series D Shares.

(b) Each Series A Share or Series B Share (hereinafter, the "Voting Shares") shall be equal to every other Voting Share in all respects and, except as otherwise expressly provided in the By-Laws of the JV Company (hereinafter, the "By-Laws"), shall be entitled to one vote per Share on all matters presented to the stockholders of the JV Company.

(c) Each Series C Share or Series D Share (hereinafter, the "Redeemable Shares") shall be equal to every other Redeemable Share in all respects, except as hereinafter set forth with respect to the date of redemption. With respect to Redeemable Shares:

(i) Redeemable Shares shall not be entitled to vote on any matter presented to the stockholders of the JV Company;

(ii) Redeemable Shares shall be entitled to only such dividends as may be declared by the Board of Directors of the JV Company on such Redeemable Shares, which dividends need not bear any relation to dividends on the Voting Shares;

(iii) Except as otherwise set forth in Paragraph (h) of this Article, the Series C Shares shall be redeemable in

whole at the option of the holder thereof only on or after the seventh annual anniversary of the issue date thereof at a redemption price of \$10,000 per share (in Dollars of the United States of America), which price shall also be the amount payable with respect to each Series C Share in the event of any voluntary liquidation, dissolution or winding up of the affairs of the JV Company;

(iv) Except as otherwise provided in Paragraph (h) of this Article, the JV Company shall redeem the Series D Shares at a redemption price of \$10,000 per share (in Dollars of the United States of America) as provided in this Paragraph (iv). (A) If any Series D Shares are issued and outstanding prior to and on September 30, 1988, then on September 30, 1988 the JV Company shall redeem a number of Series D Shares equal to fifty percent (50%) of the number of Series D Shares theretofore issued, and on September 30, 1989 the JV Company shall redeem all of the Series D Shares then remaining outstanding. (B) If no Series D shares are issued and outstanding prior to and on September 30, 1988 but Series D Shares are issued thereafter, then the JV Company shall redeem, on the first business day which is 90 days after the close of the fiscal year during which any Series D Shares are first issued, a number of Series D Shares equal to fifty percent (50%) of the number of Series D Shares theretofore issued, and on the first annual anniversary of such date the JV Company shall redeem all of

the Series D Shares then remaining outstanding. In each case, on the date specified for redemption, the JV Company shall pay to the holder of the Series D Shares to be redeemed the redemption price in cash by wire transfer to an account specified by such holder. The liquidation value of the Series D Shares, payable with respect to each outstanding Series D Share in the event of any voluntary liquidation, dissolution or winding up of the affairs of the JV Company, is \$10,000 per share (in Dollars of the United States of America).

(v) If any Series C Shares are to be redeemed, notice of such redemption shall be mailed, postage prepaid, to the JV Company, not less than thirty (30) days nor more than sixty (60) days prior to the date specified in such notice for such redemption. On the date specified in such notice, the JV Company shall pay to the holder of such Series C Shares the redemption price in cash by wire transfer to an account specified by such holder.

(d) Subject to the provisions of Paragraph (g) of this Article, there shall be not more than two holders of record of the Shares, and the classes of persons who shall and shall not be entitled to be holders of Shares shall be as set forth in Paragraph (e) of this Article.

(e) No person shall be entitled to be a holder of Shares except Diamond Shamrock Corporation, a Delaware corporation ("DSC"), Showa Denko K.K., a Japanese corporation

("SDK"), a Permitted Transferee of DSC or SDK, as the case may be, which becomes and remains a Permitted Transferee in accordance with the provisions of Paragraph (f) of this Article, and any person, other than a Permitted Transferee, to which a Disposition is made with prior written consent as provided in the following sentence. Except as provided in Paragraphs (f), (g) or (h) of this Article, no stockholder shall, or attempt at any time to, without the prior written consent of the other stockholder of the JV Company, (i) sell, assign or otherwise transfer or dispose of, either voluntarily or by operation of law, any Shares or (ii) mortgage, pledge, charge, encumber or create or suffer to exist a mortgage, pledge, lien, charge, encumbrance or security interest with respect to any Shares (any such action described in clauses (i) or (ii) hereof being hereinafter referred to as a "Disposition"). No Disposition of any Share in violation of any provision of this Certificate of Incorporation shall be effective to pass any title to, or create any interest in favor of, any other person with respect to such Share, and the JV Company or the stockholder which did not effect or attempt to effect such Disposition shall be entitled to seek to enjoin or have such Disposition set aside.

(f) The provisions of Paragraph (e) of this Article shall not apply to a Disposition (i) permitted under Paragraph (g) of this Article or (ii) resulting from the consolidation of

a stockholder with, the merger of a stockholder into or the sale or assignment of all but not less than all of such stockholder's Shares to a corporation which wholly owns such stockholder or a wholly owned subsidiary of such stockholder or to another wholly owned subsidiary of the corporation which wholly owns such stockholder (any transferee permitted under the provisions of Paragraph (g) of this Article or any corporation referred to in clause (ii) of this Paragraph (f) being hereinafter referred to as a "Permitted Transferee"), provided that:

(a) Immediately upon any such Disposition, such Permitted Transferee shall become, by an instrument in form and substance satisfactory to the holders of the issued and outstanding Shares of the series of Voting Shares of which the Permitted Transferee is not a holder ("Other Stockholder"), jointly and severally liable with respect to all of the obligations of the stockholder effecting the Disposition referred to herein (the "Disposing Stockholder") under any agreement or instrument entered into pursuant to Sections 350 or 354 of the GCL (a "Joint Venture Agreement") to which the stockholders are signatories or are bound and shall agree to be bound by all of the terms and conditions of any such Joint Venture Agreement;

(b) Upon any such Disposition, the Disposing Stockholder shall not be discharged from any of its

liabilities and obligations to the JV Company or to the Other Stockholder under any Joint Venture Agreement and shall remain jointly and severally liable with such Permitted Transferee thereunder (and the Disposing Stockholder shall execute and deliver to the Other Stockholder an instrument satisfactory to the Other Stockholder evidencing such liability); and

(c) Such Permitted Transferee shall continue at all times thereafter to be the corporation which wholly owns the original Disposing Stockholder or a wholly owned subsidiary of the original Disposing Stockholder or another wholly owned subsidiary of the corporation which wholly owns the original Disposing Stockholder and if at any time such relationship of such Permitted Transferee shall cease, the JV Company or the Other Stockholder shall thereupon be entitled to enjoin or to have set aside any Disposition contrary to the foregoing provisions of this Article.

(g) Anything in this Certificate of Incorporation to the contrary notwithstanding, a holder of record of Voting Shares shall be entitled to transfer less than all of such Voting Shares to a wholly owned subsidiary of such holder, and such wholly owned subsidiary shall be entitled to re-transfer all but not less than all the Voting Shares so received by it to the corporation which then wholly owns such subsidiary or to another wholly owned subsidiary of the corporation which then

owns the first-mentioned subsidiary (such transfer or retransfer being hereinafter referred to as a "Partial Disposition"), provided, however, that there shall not be more than two holders of any series of Voting Shares at any time which holders shall at all times have the relationship of parent and wholly owned subsidiary and if at any time such relationship shall cease, the JV Company or the Other Stockholder shall thereupon be entitled to have set aside any Partial Disposition contrary to the foregoing provisions of this Paragraph (g). For all purposes of this Certificate of Incorporation, the By-Laws and any Joint Venture Agreement, at all times during which any such Voting Shares are held by any such subsidiary, (a) with respect to the taking of, or any failure to take, any action required or permitted to be taken by the "holder" or "stockholder," the parent and such wholly owned subsidiary shall, other than with respect to the voting of Voting Shares, together be deemed to be the "holder" or "stockholder;" (b) with respect to the performance of any obligation by the "holder" or "stockholder," the failure of either the parent or such wholly owned subsidiary to perform such obligation, or the performance by either the parent or such wholly owned subsidiary of such obligation, shall be deemed to be the failure of or performance by, as the case may be, the "holder" or "stockholder;" (c) with respect to matters

relating to the status of such "holder" or "stockholder," the status of either the parent or such wholly owned subsidiary shall be deemed the status of the "holder" or "stockholder;" (d) with respect to benefits to be derived from any corporation or other entity, the receipt of such benefits by either the parent or such wholly owned subsidiary shall be deemed to be a receipt of such benefits by the "holder" or "stockholder"; and (e) in the case of notices to be received from any corporation or other entity, the receipt of such notices by both the parent and such wholly owned subsidiary shall be deemed to be a receipt of such notices by the "holder" or "stockholder".

(h) In the event that, at any time after June 30, 1985, either holder of issued and outstanding Shares shall determine in good faith that a Major Disagreement exists, such stockholder shall have the right to cause the provisions of this Paragraph to become operative. The stockholder who causes such provisions to become operative is hereinafter referred to as the "Initiating Stockholder" and the other stockholder is hereinafter referred to as the "Non-Initiating Stockholder." As used in this Certificate of Incorporation, the term "Major Disagreement" shall mean a state of affairs which, under the GCL, entitles a person to petition a court of competent jurisdiction for the appointment of a provisional director for the JV Company; provided, however, that neither the failure of the Directors to agree on matters relating to the declaration

of any dividend nor the failure of the Stockholders or the Directors to elect a Chairman of the Board, as provided in Article II, Section 8 of the By-Laws, shall constitute a "Major Disagreement." In order for the Initiating Stockholder to cause the provisions of this Paragraph to become operative, such Initiating Stockholder shall notify the Non-Initiating Stockholder that it has determined in good faith that a Major Disagreement exists, specifying the nature of the Major Disagreement and its proposed good faith solution to such Major Disagreement. If, within 60 calendar days thereafter, the Non-Initiating Stockholder has not acceded to the suggestions made by the Initiating Stockholder to resolve the Major Disagreement, or if the Major Disagreement has not otherwise been resolved to the satisfaction of the Initiating Stockholder, the Initiating Stockholder may, within 30 calendar days after the expiration of such 60-calendar-day period, set forth in a writing delivered to the Non-Initiating Stockholder a positive dollar amount which it believes to be the per share value of the Voting Shares held by it and by the Non-Initiating Stockholder (such dollar amount being hereinafter referred to as the "Initiating Stockholder's Designated Amount"). Within 60 calendar days after its receipt of such writing, the Non-Initiating Stockholder may elect to:

- (i) Sell all of its Voting Shares to the Initiating Stockholder at a price per share equal to 125% of the Initiating Stockholder's Designated Amount, in which event

the Initiating Stockholder shall be required to purchase, for cash, and against delivery to it by the Non-Initiating Stockholder of documents of transfer reasonably satisfactory to the Initiating Stockholder, all of such Non-Initiating Stockholder's Voting Shares at such price on the 30th calendar day after the date on which the Non-Initiating Stockholder makes such election; or

(ii) Purchase for cash all of the Voting Shares of the Initiating Stockholder at a price per share equal to 75% of the Initiating Stockholder's Designated Amount, in which event the Initiating Stockholder shall be required, on the 30th calendar day after the date on which the Non-Initiating Stockholder makes such election, to deliver, against payment of such purchase price in cash, documents of transfer reasonably satisfactory to the Non-Initiating Stockholder transferring all of its Voting Shares to the Non-Initiating Stockholder.

In the event that the Non-Initiating Stockholder fails to make the election in writing specified in the previous sentence within the time specified therein, the Initiating Stockholder may, within 30 calendar days after the expiration of such time period, elect to:

(A) Sell all of its Voting Shares to the Non-Initiating Stockholder at a price per share equal to 100% of the Initiating Stockholder's Designated Amount, in which event the Non-Initiating Stockholder shall be

required to purchase, for cash, and against delivery to it by the Initiating Stockholder of documents of transfer reasonably satisfactory to the Non-Initiating Stockholder, all of such Initiating Stockholder's Voting Shares at such price on the 30th calendar day after the date on which the Initiating Stockholder makes such election; or

(B) Purchase for cash all of the Voting Shares of the Non-Initiating Stockholder at a price per share equal to 100% of the Initiating Stockholder's Designated Amount, in which event the Non-Initiating Stockholder shall be required, on the 30th calendar day after the date on which the Initiating Stockholder makes such election, to deliver, against payment of such purchase price in cash, documents of transfer reasonably satisfactory to the Initiating Stockholder transferring all of its Voting Shares to the Initiating Stockholder.

In addition, if the selling stockholder pursuant to this Paragraph (h) shall be holder of any Redeemable Shares, such Redeemable Shares shall be redeemable in accordance with Paragraph (c) of this Article at the option of either stockholder at any time on or after 30 calendar days after an election is made under this Paragraph (h) provided the notice provisions of Subparagraph (v) of Paragraph (c) of this Article are complied with as to all such Redeemable Shares. As part of the transaction effecting any purchase and sale pursuant to this Paragraph (h), the purchasing stockholder shall, in a

writing satisfactory to the selling stockholder, assume and agree to pay, and shall indemnify the selling stockholder against, all liabilities and obligations of the selling stockholder to the JV Company or to the purchasing stockholder which arise or accrue after the effective date of such purchase and sale, provided that the foregoing shall not require the purchasing stockholder to assume any obligations of the selling stockholder pursuant to any provisions of any Joint Venture Agreement requiring a stockholder to indemnify and hold harmless the JV Company and the other stockholder and its affiliates against liabilities arising out of (x) any act or failure to act of such indemnifying stockholder or its affiliates in connection with the undertakings of the JV Company or the performance by such indemnifying stockholder and its affiliates under such Joint Venture Agreement or under any agreement or instrument (other than this Certificate of Incorporation and the By-Laws of the JV Company) as may be attached to such Joint Venture Agreement as an exhibit or (y) any breach by such indemnifying stockholder or its affiliates of any representations and warranties under such Joint Venture Agreement or any such agreement or instrument attached to such Joint Venture Agreement as an exhibit, and the selling stockholder shall continue to be fully responsible for all such obligations ("Indemnity Obligations") under any such indemnity provisions.

(i) No stockholder effecting a Disposition permitted by Paragraphs (e), (f), (g) or (h) of this Article shall be relieved of any of its liabilities and obligations to the JV Company or to the stockholder which did not effect such Disposition which arose or accrued prior to the effective date of such Disposition. In addition, unless the transferee of the stockholder which effected such Disposition shall be a Permitted Transferee of such stockholder, such transferee shall not assume or be liable for the Indemnity Obligations of the stockholder which effected such Disposition, and the stockholder which effected such Disposition shall continue to be liable (jointly and severally, if applicable, with its Permitted Transferee under Paragraph (f) of this Article) for all of such Indemnity Obligations.

(j) The JV Company shall not make an offering of any Shares which would constitute a "public offering" within the meaning of the United States Securities Act of 1933, as it may be amended from time to time.

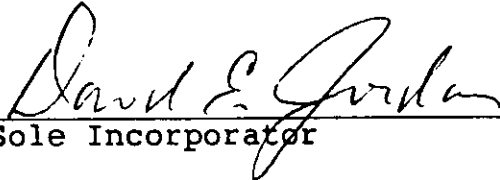
5. Directors: The number of Directors of the JV Company shall be seven. Directors shall be elected and removed, and vacancies on the Board of Directors shall be filled, pursuant to the By-Laws.

6. Amendments, Etc.: The JV Company reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the GCL at

the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, Directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

7. Incorporator: The name and mailing address of the incorporator is David E. Jordan, 1100 Superior Avenue, Cleveland, Ohio 44114, United States of America.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinabove named, does hereby execute this Certificate of Incorporation this 27th day of June, 1983.


Sole Incorporator