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SECRETARY OF STATE

**AMENDED AND
RESTATED ARTICLES OF INCORPORATION
OF
TPC HOLDINGS, INC.**

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF TPC HOLDINGS, INC., an Idaho corporation (the "Corporation"), are hereby adopted and executed by said Corporation, and submitted for filing, pursuant to the provisions of Idaho Business Corporation Act (as amended, the "Act") Section 30-1-1007, as follows:

**ARTICLE I.
NAME**

The name of this Corporation shall be TPC HOLDINGS, INC., and its existence shall be perpetual.

**ARTICLE II.
PURPOSE**

The purpose and objects of this Corporation are as follows:

1. To transact any or all lawful business for which corporations may be incorporated under the Act.
2. In furtherance, and not in limitation, of the general powers conferred by the laws of the State of Idaho (the "State"), it is expressly provided that this Corporation shall also have the following powers:

(a) To acquire by purchase or otherwise and to own, hold, cancel, reissue, sell, pledge and otherwise deal in the stock of this Corporation; provided that the money or property of the Corporation shall not be used for the purchase of shares of its own stock when such use would cause any impairment of the capital of the Corporation. The Corporation shall not be entitled to vote, either directly or indirectly, on any shares of its own stock which it may hold;

(b) To acquire by purchase or otherwise and to own, hold, cancel, reissue, sell, pledge and otherwise deal in the bonds, debentures, notes and other securities and obligations of this Corporation;

(c) To borrow money and give security therefor;

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(d) To enter into, make, perform and carry out contracts of every kind for any lawful purposes pertaining to its business, with any individual, entity, firm, association or corporation, or with any governmental, municipal or public authority, domestic or foreign;

(e) To do everything necessary, proper, convenient or incidental to the accomplishment of the purposes and objects of this Corporation or which it calculated directly or indirectly to promote the welfare or interests of the Corporation or enhance the value or render profitable any of its property or rights; and

(f) To do any and all of the things in this Article set forth to the same extent a natural person might or could do, and in any part of the world, as principals, agents, contractors, trustees or otherwise, either alone or in company with others.

PROVIDED, HOWEVER, that nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business, to exercise any power, or to do any act which a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at the time lawfully carry on or do.

ARTICLE III REGISTERED AGENT

1. The location and post office address of the registered office of the Corporation in the State shall be 300 North 6th Street, Boise, Idaho 83701.

2. The Registered Agent of the Corporation shall be CT Corporation System whose business address is 300 North 6th Street, Boise, Idaho 83701.

ARTICLE IV. SHARES

The Corporation shall have the authority to issue, in the aggregate, Fifty Million (50,000,000) shares. Such shares are to consist of two (2) classes of stock to be designated Class A Common Stock and Class B Common Stock.

1. Class A Common Stock. The authorized number of shares of Class A Common Stock is Forty Million (40,000,000) shares with \$0.01 par value per share. The Class A Common Stock shall be voting. The holders of Class A Common Stock, together with the holders of Class B Common Stock shall vote as one voting group, except in circumstances required by law.

2. Class B Common Stock.

(a) General. The authorized number of shares of Class B Common Stock is Ten Million (10,000,000) shares with \$0.01 par value per share. The Class B Common Stock shall be voting. The holders of Class B Common Stock, together with the holders of Class A Common Stock, shall vote as one voting group, except in circumstances required by law.

(b) Dividends. The holders of shares of Class B Common Stock shall be entitled to receive, when, and if declared by the Board of Directors out of funds legally available therefor, dividends ("Common B Dividends") payable in cash at the rate per share of \$0.1701 per annum, accruing quarterly in arrears, on the first day of each calendar quarter (each a "Dividend Payment Date") commencing on July 1, 1998, to holders of record at the start of business on such Dividend Payment Date. Common B Dividends, whether declared and paid or not, shall begin to cumulate on outstanding shares of Class B Common Stock from the date of issuance of such shares, but no interest shall accrue on accumulated but unpaid Common B Dividends; provided, however, that the Common B Dividends shall cumulate only for a period of seven years following the date of issuance of such shares, and thereafter the Common B Dividend shall not cumulate. Common B Dividends paid on the shares of Class B Common Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. Holders of Class B Common Stock shall also participate ratably (on a converted basis) with the holders of Class A Common Stock in any other dividends declared.

(c) Prohibition on Common Stock Distributions. In the event that full cumulative dividends on Class B Common Stock have not been declared and paid or set apart for payment when due, the Corporation shall not declare or pay or set apart for payment any dividends or make any other distributions on, or make any payment on account of the purchase, redemption or other retirement of Class A Common Stock until full cumulative dividends on the Class B Common Stock shall have paid or provided for; provided, however, that the foregoing shall not apply to the acquisition of shares of any Class A Common Stock either (1) pursuant to any employee or director incentive or benefit plan or arrangement (including any employment, severance or consulting agreement) of the Corporation or any subsidiary of the Corporation heretofore or hereafter adopted or (2) in exchange solely for shares of Class A Common Stock.

(d) Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Class B Common Stock shall be entitled to receive out of assets of the Corporation which remain after satisfaction in full of all valid claims of creditors of the Corporation and which are available for payment to shareholders, before any amount shall be paid or distributed among the holders of Class A Common Stock, liquidating distributions (the "B Liquidation Preference") in the amount of the greater of (1) \$1.89 per share of Class B Common Stock, plus an amount equal to all accrued accumulated and unpaid Common B Dividends or (2) the amount which would be

distributed to the Class B Common Stock assuming that it shared ratably in the liquidating distribution with the Class A Common Stock.

(e) Antidilution Adjustments. In the event the outstanding shares of Class B Common Stock are subdivided (by stock split, stock dividend, reclassification or otherwise) into a greater number of shares of Class B Common Stock, the B Liquidation Preference and the Common B Dividends then in effect shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Class B Common Stock are combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Class B Common Stock, the B Liquidation Preference and the Common B Dividends then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(f) Treatment of Mergers and Consolidations. Neither the merger or consolidation of the Corporation with or into any other corporation, nor the merger or consolidation of any other corporation with or into the Corporation, nor the sale, transfer, or lease of all or any portion of the assets of the Corporation shall be deemed to be a dissolution, liquidation or winding up of the affairs of the Corporation for purposes of this Section 2 of Article IV, but the holders of Class B Common Stock shall nevertheless be entitled in the event of any such merger or consolidation to the rights provided by Section 2(g)(7) hereof.

(g) Conversion into Class A Common Stock.

(1) Conversion Price. A holder of shares of Class B Common Stock shall be entitled, at any time, to cause any or all of such shares to be converted into shares of Class A Common Stock initially at a conversion rate of one share of Class A Common Stock as is determined by dividing \$1.89 by the Common B Conversion Price (as defined below) applicable to such shares, determined as hereinafter provided, in effect on the date of the conversion. This ratio is sometimes hereinafter referred to as the "Conversion Rate". The initial "Common B Conversion Price" per share at which shares of Class A Common Stock shall be issuable upon conversion of any shares of Class B Common Stock shall be \$1.89 (so that each share of Class B Common Stock will initially be convertible into one (1) share of Class A Common Stock), subject to adjustment as provided in Section 2(g)(8).

(2) Automatic Conversion. On the later of (A) April 1, 2002 and (B) the date on which the acquisition debt owed by the Corporation's Employee Stock Ownership Trust ("ESOT") on the principal amount borrowed for the acquisition of the Class B Common Stock has been paid in full, all outstanding shares of Class B Common Stock automatically shall be converted into shares of Class A Common Stock at the Conversion Rate then in effect.

(3) Surrender of Certificates. Upon conversion under subsections 2(g)(1) or (2) above, the holders of shares of Class B Common Stock shall surrender the certificate or certificates representing the shares of Class B Common Stock being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), at the principal executive office of the Corporation, accompanied by written notice of conversion. Such notice of conversion shall specify (A) the number of shares of Class B Common Stock to be converted and the name or names in which such holder wishes the certificate or certificates for Class A Common Stock to be issued upon such conversion, and (B) the address to which such holder wishes delivery to be made of such new certificates.

(4) Delivery of New Certificates. Upon surrender of a certificate representing a share or shares of Class B Common Stock for conversion, the Corporation shall issue and send by hand delivery (with receipt to be acknowledged) or by first class mail, postage prepaid, to the holder thereof or to such holder's designee, at the address designated by such holder, a certificate or certificates for the number of shares of Class A Common Stock to which such holder shall be entitled upon conversion. In the event that there shall have been surrendered a certificate or certificates representing shares of Class B Common Stock, only part of which are to be converted, the Corporation shall issue and deliver to such holder or such holder's designee a new certificate or certificates representing the number of shares of Class B Common Stock which shall not have been converted.

(5) Fractional Shares. The Corporation shall not be obligated to deliver to holders of Class B Common Stock any fractional share or shares of Class A Common Stock issuable upon any conversion of such shares of Class B Common Stock, but in lieu thereof may make a cash payment in respect thereof in any manner permitted by law.

(6) Reservation of Shares. The Corporation shall at all times reserve and keep available out of its authorized and unissued Class A Common Stock, solely for issuance upon the conversion of shares of Class B Common Stock as herein provided, such number of shares of Class A Common Stock as shall from time to time be issuable upon the conversion of all the shares of Class B Common Stock then outstanding. The Corporation shall prepare and shall use its best efforts to obtain and keep in force such governmental or regulatory permits or other authorizations as may be required by law, and shall comply with all requirements as to registration or qualification of the Class A Common Stock in order to enable the Corporation lawfully to issue and deliver to each holder of record of Class B Common Stock such number of shares of its Class A Common Stock as shall from time to time be sufficient to effect the conversion of all shares of Class B Common Stock then outstanding and convertible into shares of Class A Common Stock.

(7) Consolidation and Merger. Notwithstanding any other provision to the contrary in these Articles of Incorporation, in the event of a merger, consolidation, recapitalization or similar business combination of the Corporation, the shares of Class B Common Stock owned by the Corporation's ESOT may only be exchanged solely for or changed, reclassified or converted solely into stock of any successor or resulting corporation that constitutes "qualifying employer securities" within the meaning of Section 4975(e)(8) of the Internal Revenue Code of 1986 (the "Code"), and "employer securities" within the meaning of Section 409(l) of the Code or any successor provisions of law. If applicable, a cash payment in lieu of fractional shares may be made.

(8) Antidilution Adjustments.

(A) Class A Common. In the event the Corporation shall, at any time or from time to time while any of the shares of the Class B Common Stock are outstanding, (i) subdivide the outstanding shares of Class A Common Stock, or declare or pay a dividend on the Class A Common Stock payable in shares of Class A Common Stock or securities convertible into or exchangeable for shares of Class A Common Stock; or (ii) combine the outstanding shares of Class A Common Stock, or securities convertible or exchangeable into shares of Class A Common Stock (other than shares of Class B Common Stock) into a smaller number of shares, in each case whether by reclassification of shares, recapitalization of the Corporation (including a recapitalization effected by a merger or consolidation to which Section 2(g)(7) hereof does not apply) or otherwise, the Common B Conversion Price in effect immediately prior to such action shall be adjusted by multiplying such Common B Conversion Price by a fraction, the numerator of which is the number of shares of Class A Common Stock outstanding immediately before such event and the denominator of which is the number of shares of Class A Common Stock outstanding immediately after such event. An adjustment made pursuant to this Paragraph 2(g)(8)(A) shall be given effect, upon payment of such a dividend or distribution, as of the record date for the determination of shareholders entitled to receive such dividend or distribution (on a retroactive basis) and in the case of a subdivision or combination shall become effective immediately as of the effective date thereof. The foregoing adjustment shall be made only if there is not a corresponding subdivision or other adjustment made to the Class B Common Stock.

(B) Class B Common. In the event the Corporation shall, at any time or from time to time while any of the shares of the Class B Common Stock are outstanding, (i) subdivide the outstanding shares of Class B Common Stock, or (ii) combine the outstanding shares of Class B Common Stock into a smaller number of shares, in each case whether by

reclassification of shares, recapitalization of the Corporation (including a recapitalization effected by a merger or consolidation to which Section 2(g)(7) hereof does not apply) or otherwise, the Common B Conversion Price in effect immediately prior to such action shall be adjusted by multiplying such Common B Conversion Price by a fraction, the numerator of which is the number of shares of Class B Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Class B Common Stock outstanding immediately before such event. An adjustment made pursuant to this Paragraph 2(g)(8)(B) shall be given effect, upon payment of such a dividend or distribution, as of the record date for the determination of shareholders entitled to receive such dividend or distribution (on a retroactive basis) and in the case of a subdivision or combination shall become effective immediately as of the effective date thereof. The foregoing adjustment shall be made only if there is not a corresponding subdivision or other adjustment made to the Class A Common Stock.

(C) Issuance of Additional Shares. Upon the issuance by the Corporation of Class A Common Stock, or any right or option to purchase Common Stock or stock convertible into Class A Common Stock, or any obligation or any share of stock convertible into Class A Common Stock for consideration per share less than the Common B Conversion Price in effect immediately prior to the time of such issue or sale (other than an issuance of stock or securities pursuant to Paragraph 2(g)(8)(H)), then the Common B Conversion Price shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Common B Conversion Price by a fraction,

(i) the numerator of which shall be equal to the sum of (x) the number of shares of Class A Common Stock outstanding immediately prior to such issue or sale, (y) the number of shares of Class A Common Stock issuable upon conversion or exchange of any obligations or of any shares of stock of the Corporation outstanding immediately prior to such issue or sale and (z) the number of shares of Class A Common Stock which the "consideration actually received" by the Corporation upon such issue or sale would purchase at the Common B Conversion Price in effect immediately prior to such issue or sale, and

(ii) the denominator of which shall be equal to the sum of the number of shares of Class A Common Stock outstanding immediately after such issue or sale and the number of shares of Class A Common Stock issuable upon conversion or exchange of any obligations or of any shares of stock of the Corporation outstanding immediately after such issue or sale.

For purposes of this Paragraph 8(C), the following provisions will be applicable:

(a) In the case of an issue or sale for cash of shares of Class A Common Stock, the "consideration actually received" by the Corporation therefor shall be deemed to be the amount of cash received, before deducting therefrom any commissions or expenses paid by the Corporation.

(b) In case of the issuance (otherwise than upon conversion or exchange of obligations or shares of stock of the Corporation) of additional shares of Class A Common Stock for a consideration other than cash or a consideration partly other than cash, the amount of the "consideration actually received" by the Corporation for such shares shall be deemed to be fair market value of such consideration as determined in good faith by the Board of Directors.

(c) In case of the issuance by the Corporation in any manner of any rights to subscribe for or to purchase shares of Class A Common Stock, or any options for the purchase of shares of Class A Common Stock or stock convertible into Class A Common Stock, all shares of Class A Common Stock or stock convertible into Class A Common Stock to which the holders of such rights or options shall be entitled to subscribe for or purchase pursuant to such rights or options shall be deemed "outstanding" as of the date of the offering of such rights or the granting of such options as the case may be, and the minimum aggregate consideration named in such rights or options for the shares of Class A Common Stock or stock convertible into Class A Common Stock covered thereby, plus the consideration, if any, received by the Corporation for such rights or options, shall be deemed to be the "consideration actually received" by the Corporation as of the date of the offering of such rights or the granting of such options, as the case may be, for the issuance of such shares.

(d) In case of the issuance or issuances by the Corporation in any manner of any obligations or of any shares of stock of the Corporation that shall be convertible into or exchangeable for Class A Common Stock, all shares of Class A Common Stock issuable upon the conversion or exchange of such obligations or shares shall be deemed issued as of the date such obligations or shares are issued, and the amount of the "consideration actually received" by the Corporation for such additional shares of Class A Common Stock

shall be deemed to be the total of (X) the amount of consideration received by the Corporation upon the issuance of such obligations or shares as the case may be, plus (Y) the minimum aggregate consideration, if any, other than such obligations or shares, receivable by the Corporation upon such conversion or exchange, except in adjustment of dividends.

(e) The amount of the "consideration actually received" by the Corporation upon the issuance of any right or options referred to in subsection (c) above or upon the issuance of any obligations or shares which are convertible or exchangeable as described in subsection (d) above, and the amount of the consideration, if any, other than such obligations or shares so convertible or exchangeable, receivable by the Corporation upon the exercise, conversion or exchange thereof shall be determined in the same manner provided in subsections (a) and (b) above with respect to the consideration received by the Corporation in case of the issuance of additional shares of Class A Common Stock; provided, however, that if such obligations or shares of stock so convertible or exchangeable are issued in payment or satisfaction of any dividend upon any stock of the Corporation other than Class A Common Stock, the amount of the "consideration actually received" by the Corporation upon the original issuance of such obligations or shares or stock so convertible or exchangeable shall be deemed to be the value of such obligations or shares of stock, as of the date of the adoption of the resolution declaring such dividend, as determined by the Board of Directors at or as of that date. On the expiration of any rights or options referred to in subsection (c), or the termination of any right of conversion or exchange referred to in subsection (d), or any change in the number of shares of Class A Common Stock deliverable upon exercise of such options or rights or upon conversion of or exchange of such convertible or exchangeable securities, the Common B Conversion Price then in effect shall forthwith be readjusted to such Common B Conversion Price as would have obtained had the adjustments made upon the issuance of such options, rights or convertible or exchangeable securities been made upon the basis of the delivery of only the number of shares of Class A Common Stock actually delivered or to be delivered upon the exercise of such rights or options or upon the conversion or exchange of such securities.

(D) De Minimis Adjustments. Notwithstanding any other provisions of this Section 2(g)(8), the Corporation shall not be required to make any adjustment of the Common B Conversion Price unless such

adjustment would require an increase or decrease of at least one percent (1%) in the Common B Conversion Price. Any lesser adjustment shall be carried forward and shall be made no later than the time of, and together with, the next subsequent adjustment which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least one percent (1%) in the Common B Conversion Price.

(E) Equitable Adjustments. If the Corporation shall issue (i) shares of Class A Common Stock at a price greater than the Common B Conversion Price, then in effect, but less than the Fair Market Value, as defined in Section 2(g)(8)(F) below, of the shares of Class A Common Stock, or (ii) shares of Class A Common Stock, other capital stock or other security of the Corporation or any rights or warrants to purchase or acquire any such security, or take any other action, which transaction does not result in an adjustment to the Common B Conversion Price pursuant to the foregoing provisions of this Section 2(g)(8), the Board of Directors of the Corporation shall consider whether such action is of such a nature that a reduction to the Common B Conversion Price should equitably be made in respect of such transaction. If in such case the Board of Directors of the Corporation determines that a reduction to the Common B Conversion Price should be made, a reduction shall be made effective as of such date, as determined by the Board of Directors of the Corporation. The determination of the Board of Directors of the Corporation as to whether an adjustment to the Common B Conversion Price should be made pursuant to the foregoing provisions of this Section 2(g)(8)(E), and, if so, as to what adjustment should be made and when, shall be final and binding on the Corporation and all shareholders of the Corporation.

(F) Fair Market Value Defined. As used in this Section 2(g), "Fair Market Value" of the Class A Common Stock shall mean the Fair Market Value thereof as determined by an independent appraisal firm experienced in the valuation of securities or property, selected in good faith by the Board of Directors of the Corporation or a committee thereof.

(G) Statement of Common B Conversion Price. Whenever an adjustment to the Common B Conversion Price and the related voting rights of the Class B Common Stock is required hereunder, the Corporation shall forthwith place on file with the Secretary of the Corporation a statement signed by two officers of the Corporation stating the adjusted Common B Conversion Price determined as provided herein and the resulting conversion ratio, and the voting rights (as appropriately adjusted), of the Class B Common Stock. Such statement shall set forth in reasonable detail such facts as shall be necessary to show the reason and the manner of computing such adjustment. Promptly after each adjustment to the Common B Conversion

Price and the related voting rights of the Class B Common Stock, the Corporation shall mail a notice thereof and of the then prevailing conversion ratio to each holder of shares of the Class B Common Stock.

(H) Excluded Shares. Anything herein to the contrary notwithstanding, the Corporation shall not make any adjustment of the Common B Conversion Price in the case of:

(i) up to 750,000 shares of Class A Common Stock issued or issuable to officers, directors, employees or consultants of the Corporation pursuant to stock grant, stock purchase and/or stock option plans or any other stock incentive program, arrangement or agreement approved by the Board of Directors;

(ii) securities issued pursuant to the acquisition of all or part of another company by the Corporation by merger or other reorganization, or by the purchase of all or part of the assets of another company, pursuant to a plan, arrangement or agreement approved by the Board of Directors; and

(iii) shares of Class A Common Stock received by the Corporation following repurchase of such shares pursuant to any restricted stock purchase agreement.

ARTICLE V. NUMBER OF DIRECTORS

1. The number of directors of the Corporation shall be fixed as provided in the Bylaws and may be changed from time to time by amending the Bylaws, as therein provided.

2. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages arising from any conduct as a director, except this limitation on liability shall not apply to (i) acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director, (ii) conduct violating Section 30-1-830 of the Act or (iii) any transaction from which the director received a financial benefit to which he was not entitled, whether or not involving action in his official capacity. This limitation shall not apply to any act or omission occurring before the effective date of this paragraph. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of this paragraph 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.

**ARTICLE VI.
INDEMNIFICATION**

The Corporation shall provide any indemnification required by the Act and shall indemnify directors, officers, agents and employees as follows:

1. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he is or was a director of the Corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all reasonable expense, liability and loss (including, without limitation, reasonable attorneys' fees, judgments, fines and amounts paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 2 of Article VI below with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VI shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee in his capacity as a director (and not in any other capacity in which service was or is rendered by such indemnitee) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article VI. Unless ordered by a court, the Corporation may not indemnify a director (a) in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct or (b) in connection with any proceeding with respect to conduct for which he was adjudged liable on the basis that he received a financial benefit to which he was not entitled, whether or not involving action in his official capacity.

2. If a claim under Section 1 above is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be thirty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If the indemnitee is successful in whole or in part in any such suit, or in any suit brought against the indemnitee by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither (i) the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Act, nor (ii) an actual determination by the Corporation (including its Board of Directors, independent counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI or otherwise shall be on the Corporation.

3. The Corporation may indemnify and advance expenses to an officer of the Corporation who is a party to a proceeding because he is an officer of the Corporation (a) to the same extent as a director, and (b) if he is an officer but not a director, or he is an officer and a director but the basis on which he is made a party to the proceeding is an act or omission solely as an officer, to such further extent as may be provided by a resolution of the Board of Directors or contract except for: (i) liability in connection with a proceeding by or in the right of the Corporation other than for reasonable expenses incurred in connection with the proceeding; or (ii) liability arising out of conduct that constitutes: (A) receipt by him of a financial benefit to which he is not entitled, (B) an intentional infliction of harm on the Corporation or the stockholders, or (C) an intentional violation of criminal law.

4. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Amended and Restated Articles of Incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise.

5. The Corporation may purchase and maintain insurance on its own behalf or on behalf of any person who 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 against any expense, liability or loss asserted against him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to such person against such expense, liability or loss under the Act.

6. The Corporation may, to the extent authorized at any time from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

7. No amendment or repeal of this Article shall apply to or have any effect on any right indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE VII. NO PREEMPTIVE RIGHTS

Shareholders of this Corporation shall not have preemptive rights to acquire additional shares offered for sale by this Corporation.

ARTICLE VIII. NO CUMULATIVE VOTING

Shareholders of this Corporation shall not have cumulative voting rights.

ARTICLE IX. VOTE ON SIGNIFICANT EVENTS

If a vote of the shareholders is required to authorize any of the following matters, such matters need be approved only by a majority of all votes of each voting group entitled to be cast on the matter:

1. Amendment to Articles of Incorporation.
2. Plan of Merger or Plan of Share Exchange.
3. Sale, lease, exchange or other disposition of all or substantially all of the property of the Corporation, other than in the usual and regular course of business.
4. Proposal to dissolve the Corporation.

IN WITNESS WHEREOF, the undersigned have caused these Amended and Restated Articles of Incorporation to be duly executed as of March 26, 1998.

TPC HOLDINGS, INC., an Idaho corporation

By: A. L. Alford, Jr.
A. L. Alford, Jr.,
President

A. L. Alford, Jr.
A. L. Alford, Jr.,
in his capacity as sole shareholder