

FILED/EFFECTIVE

ARTICLES OF INCORPORATION

JUN 22 1 44 PM '01

of

SECRETARY OF STATE
STATE OF IDAHO

NELSON CUSTOM MILLING, INC.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, acting as incorporators of a corporation under the Idaho Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I - CORPORATE NAME

The name of this Corporation is Nelson Custom Milling, Inc.

ARTICLE II - PERIOD OF DURATION

The Corporation shall have perpetual existence.

ARTICLE III - CORPORATE POWERS

The object and purpose for which this Corporation is formed is: The transaction of any or all lawful business for which corporations may be incorporated under the Idaho Business Corporation Act.

ARTICLE IV - AUTHORIZED SHARES

The amount of the capital stock of the Corporation shall be 12 shares and each share shall have no par value; there is one class of shares of stock that together have unlimited voting rights and that are entitled to receive the net assets of the Corporation upon dissolution. Said stock shall be and is non-assessable.

IDAHO SECRETARY OF STATE

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ARTICLE V - REGISTERED AGENT

The address of the registered office of the Corporation shall be and is: P.O. Box 91, Hwy. 21, Idaho City, Idaho 83631. The name of the registered agent at such address is: Greg Nelson.

ARTICLE VI - INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the Corporation is two whose names and addresses are:

Greg Nelson, P.O. Box 91, Hwy. 21, Idaho City, Idaho 83631.

Kathryn Nelson, P.O. Box 91, Hwy. 21, Idaho City, Idaho 83631.

The above named persons shall serve as directors until the first annual meeting of shareholders or until successors be elected and qualified.

ARTICLE VII - INCORPORATORS

The name and post office address of the original incorporator is:

Kathryn Nelson, P.O. Box 91, Hwy. 21, Idaho City, Idaho 83631.

ARTICLE VIII - STOCKHOLDERS' LIMITED LIABILITY

The private property of the stockholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatever, and the shares of the Corporation shall not be subject to assessment for the purpose of paying expenses, conducting business or paying debts of the Corporation.

ARTICLE IX - CONFLICTS OF INTEREST

No contract or other transaction between the Corporation and any other Corporation and no act of the Corporation shall in any way be affected or invalidated by the fact that any of the directors or shareholders of the Corporation are pecuniarily or otherwise

interested in or are directors or officers of such other Corporation; any directors, individual or any firm of which any director or shareholder may be a member, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of the Corporation provided the fact that he/she or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or shareholders of the Corporation which shall authorize any such contract or transaction with like force and effect as if he/she were not such officer or director of such other Corporation or not so interested.

ARTICLE X - FIDUCIARY DUTY

The personal liability of a director/shareholder to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as director/shareholder is hereby eliminated and no director/shareholder shall have personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director/shareholder, except that the personal liability of a director/shareholder to the Corporation or its stockholders for any breach of the directors/shareholders duty of loyalty to the Corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law shall not be eliminated and the personal liability of a director/shareholder to the Corporation or its stockholders for the liability imposed by Idaho Code 30-1-833 shall not be eliminated and the personal liability of a director/shareholder to the Corporation or its stockholders for personal liability for any transaction from which the director/shareholder derived a legally improper personal benefit shall not be eliminated.

ARTICLE XI – TRANSFER OF SHARES

No shareholder shall have the right or power to sell their shares of stock of the Corporation, or any of them, or the certificates representing them, without first offering them to

the Corporation. In the event that any shareholder shall receive a bona fide offer to purchase all or part of their stock of the Corporation, which they desire to accept, that shareholder shall promptly given written notice thereof to the Corporation. Said notice shall contain the name and address of the proposed purchaser (offeror), the date of the offer, and the material terms and conditions thereof. Such notice shall constitute an offer to sell the selling shareholder's shares of stock, or part of them, to the Corporation upon the terms and conditions contained in the offer tendered by the proposed purchaser. The Corporation shall have the exclusive option (exercisable by delivery of notice in writing to the selling shareholder within fifteen days after receipt of the notice of proposed sale) to purchase from the selling shareholder the same number of shares at the same price and upon the same terms and conditions as contained in the offer to purchase tendered by the proposed purchaser. In the event that such offer does not contain a payment date, the Corporation shall pay for said shares within thirty days after exercise of its option to purchase. In the event that the corporation shall fail to exercise its option to purchase within the time and in the manner hereinbefore provided the selling shareholder shall be free to complete the sale to the proposed purchaser upon the terms and conditions contained in the notice of proposed sale, submitted to the Corporation, provided that such is consummated within sixty days after expiration of the fifteen day notice period to the Corporation. If there is a change in the identify of the proposed purchaser, or in the price, terms or conditions of the offer, or in the event the sale to the proposed purchaser is not consummated in the manner and within the time hereinbefore provided, the selling shareholder may not sell their stock unless and until a new notice of proposed sale shall be given by the selling shareholder to the Corporation in accordance with the procedure hereinbefore provided. Any attempted sale of stock in the Corporation in violation of the provisions of this paragraph shall be void and of no force and

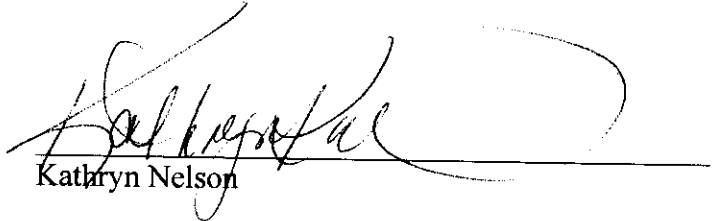
effect and the Corporation is an interested party expressly empowered to enforce a cancellation or nullification of such attempted sale.

No shareholder shall otherwise give, alienate or encumber in any manner their shares of the stock of this Corporation or any of them or the certificates representing them, to any person without first obtaining the approval of the majority of the Board of Directors present, in person or by proxy, at a meeting of the Board of Directors duly called and at which a quorum is present. Any attempted transfer of stock in the Corporation in violation of the provisions of this paragraph shall be void and of no force and effect and the Corporation is an interested party expressly empowered to enforce a cancellation or nullification of such attempted transfer.

Upon the death of any shareholder the Corporation shall have the option to purchase all or any part of the shares of stock of the Corporation owned by the deceased shareholder except as to stock inherited from deceased shareholder with prior approval of the Board of Directors as provided above. If applicable such option shall be exercised by giving written notice of such election to the executor or administrator of the deceased shareholder's estate, or their next of kin if there be no executor or administrator appointed. Such written notice of election to purchase must be delivered within sixty days after the death of the deceased shareholder. The purchase price for said deceased shareholder's stock in the Corporation shall be its fair value as determined by the corporation and estate representative or heirs and if unable to agree upon the same within 120 days of the date of death of deceased shareholder, the matter shall be submitted for ultimate decision to binding arbitration, the cost of which will be shared equally by the disagreeing parties. The purchase price for the deceased shareholder's shares in the Corporation must be paid in cash within thirty days after receipt by the Corporation of the

determination of fair market value. The stock certificates shall reflect the restriction on transfer of shares and the right of the Corporation to purchase the shares of the deceased shareholder.

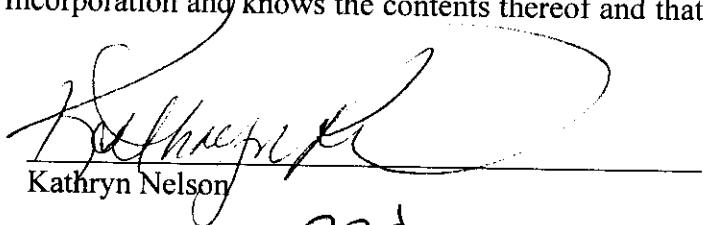
IN WITNESS WHEREOF, We have hereunto set our hands and seals
this 22nd day of June, 2001.


Kathryn Nelson


STATE OF IDAHO)
 : ss.
County of Ada)

Kathryn Nelson, being first duly sworn, upon oath, depose and say:

That she is the incorporator named in the above-entitled Articles of Incorporation; that she has read the foregoing Articles of Incorporation and knows the contents thereof and that the same are true as she verily believes.


Kathryn Nelson

SUBSCRIBED AND SWORN To before me this 22nd day of June, 2001.


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/7/2003

(SEAL)