WHEN RECORDED MAIL TO:
KEN M. ~~BAYALA~~
TICOR TITLE INSURANCE CO.
3033 N. Central Ave., Ste 100
Phoenix, AZ 85012

26553834

CONFIRMATORY DEED

THIS DEED is made this 7th day of February 1983, by and between ARMOUR AND COMPANY, a Delaware corporation, ARMOUR AND COMPANY, an Arizona corporation, and THE GREYHOUND CORPORATION, an Arizona corporation, each having its principal office at 111 West Clarendon Avenue, Phoenix, Maricopa County, Arizona, hereinafter referred to as "Grantors", and ARMOUR FOOD COMPANY, an Arizona corporation, having its principal office at 111 West Clarendon Avenue, Phoenix, Maricopa County, Arizona, hereinafter referred to as "Grantee",

Grantors, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America, and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents do hereby grant, bargain, sell, remise, release, convey, enfeoff, alien and confirm unto Grantee, its successors and assigns, forever, the premises described on attached Exhibit A.

TOGETHER with all and singular the easements appurtenant to or beneficial to the said premises, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the Grantors, either in law or equity, of, in and to the said premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, each of the Grantors has caused these presents to be signed by one of its Vice Presidents, and its corporate seal hereunto affixed and attested by one of its Assistant Secretaries, the day and year first above written.

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ATTEST:

By Carol Kotek
Carol Kotek
Assistant Secretary

(SEAL)

ARMOUR AND COMPANY

By J. Gene Lemon
J. Gene Lemon
Vice President

ATTEST:

By Carol Kotek
Carol Kotek
Assistant Secretary

(SEAL)

ARMOUR AND COMPANY

By R. P. Jones
R. P. Jones
Vice President

ATTEST:

By Carol Kotek
Carol Kotek
Assistant Secretary

(SEAL)

THE GREYHOUND CORPORATION

By Armen Ervanian
Armen Ervanian
Vice President

Exempt under Real Estate Transfer Act Sec. 4
Para. E & Cook County Ord. 95104 Para. E
Date 3-30-83 Sign. Jane Ford
Buyer, Seller or Representative

120766 TTS-II

Signed, Sealed and Delivered
in the Presence of:

J. P. Nygren

Susan M. Mann

This instrument was drafted by
Susan M. Mann, Attorney-at-Law
The Greyhound Corporation
Greyhound Tower, Phoenix, AZ

Being all or part of the same property conveyed by Deed recorded December 2, 1982 as Document No. 21332742.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, Marjorie Cessna, a notary public in and for said County, in the State aforesaid, residing in the City of Phoenix, in said County and State, DO HEREBY CERTIFY that L. Gene Lemon, R. P. Jones and Armen Ervanian, personally known to me to be Vice Presidents of Armour and Company, a Delaware corporation, Armour and Company, an Arizona corporation, and The Greyhound Corporation, an Arizona corporation, respectively, and Carol Kotek, personally known to me to be an Assistant Secretary of each corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice Presidents and Assistant Secretary, they signed and delivered the said instrument as Vice Presidents and Assistant Secretary of the respective corporations, and caused the corporate seal of the respective corporations to be affixed thereto, pursuant to authority, given by the Boards of Directors of the respective corporations as their free and voluntary acts, and as the free and voluntary acts and deeds of the respective corporations, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of February, A.D. 1983.

Marjorie Cessna
Notary Public within and for
the County of Maricopa and
State of Arizona

My commission expires:

January 24, 1986.

Send tax bills to:
Armour Food Company
111 W. Clarendon Avenue
Phoenix, AZ 85077

Return Recorded Doc. to:
Jess Worley
Ticor Title Ins Co.
69 W. Washington St.
Chicago, IL 60602
A-1360-14

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EXHIBIT "A"

All that certain lot, piece or parcel of land, situate in the City of Chicago, County of Cook and State of Illinois, known and described as follows, to-wit:

That part of Lot "B" in the Circuit Court Partition of the South Half ($S\frac{1}{2}$) and that part of the Northwest Quarter ($NW\frac{1}{4}$), lying south of the Illinois and Michigan Canal Reserve, of Section Three (3), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Chicago, according to the plat thereof of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, on April 29, 1897, in Book 67 of Plats, page 44, as Document Number 2530529 bounded and described as follows:

Beginning at the point of intersection of a line Five Hundred Fifty-four and Seven Hundredths (554.07) feet west from and parallel with the north and south center line of said Section Three (3) with the south line of District Boulevard (a private street); and running thence south along the above mentioned parallel line a distance of Two Hundred Eighty-seven and Twenty-three Hundredths (287.23) feet to a point Ninety-six and Sixty-four Hundredths (96.64) feet north from the east and west center line of said Section Three (3) (measured parallel with said north and south center line of said Section Three (3)); thence westerly along a straight line a distance of Seventy and Seventy-five Hundredths (70.75) feet more or less to a point Six Hundred Twenty-four and Fifteen Hundredths (624.15) feet west from the said north and south center line of Section Three (3) and Eighty-six and Ninety Hundredths (86.90) feet north from the said east and west center line of Section Three (3) (measured parallel with the said east and west and the north and south center lines respectively); thence westerly along the arc of a circle having a radius of Five Hundred Fifty-six (556) feet and convex to the south a distance of Seventy-four and Sixty-one Hundredths (74.61) feet more or less to a point Six Hundred Ninety-eight and Fifty Hundredths (698.50) feet west from the said north and south center line of Section Three (3) and Eighty-one and Thirty Hundredths (81.30) feet north from the said east and west center line of Section Three (3) (measured parallel with the said east and west and north and south center lines respectively); thence west along a line drawn parallel with the east and west center line of Section Three (3) a distance of Ninety-three and Fifty Hundredths (93.50) feet to a point Seven Hundred Ninety-two (792) feet west from the north and south center line of Section Three (3) (measured parallel with the east and west center line of Section Three (3)); thence northwesterly along the arc of a circle having a radius of Three Hundred Ten (310) feet and convex to the southwest a distance of One Hundred Eleven and Eighty-five Hundredths (111.85) feet more or less, to a point Nine Hundred One and Thirty Hundredths (901.30) feet west from the said north and south center line of Section Three (3) and One Hundred One and Eighty Hundredths (101.80) feet north from the said east and west center line of Section Three (3) (measured parallel with the said east and west and north and south center lines respectively); thence northwesterly along a straight line a distance of Forty-nine and Sixty-five Hundredths (49.65) feet more or less to a point Nine Hundred Forty-seven and Fifty Hundredths (947.50)

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feet west from the said north and south center line of Section Three (3) and One Hundred Twenty (120) feet north from the said east and west center line of Section Three (3) (measured parallel with the said east and west and north and south center lines respectively); thence northwesterly along the arc of a circle having a radius of Three Hundred Two (302) feet and convex to the southwest a distance of One Hundred Fifty and Forty-one Hundredths (150.41) feet more or less, to a point which is Ten Hundred Sixty-nine and Fifty-five Hundredths (1069.55) feet west from said north and south center line of Section Three (3) and Two Hundred Five and Twenty-four Hundredths (205.24) feet north from said east and west center line of Section Three (3) (measured parallel with said east and west and north and south center lines respectively); thence continuing northwesterly along the arc of a circle having a radius of Three Hundred Nine and Sixty-two Hundredths (309.62) feet and convex southwesterly, a distance of One Hundred Ninety-six and Eighty-nine Hundredths (196.89) feet to a point on said south line of District Boulevard (a private street) which is Eleven Hundred Forty-three and Sixty-eight Hundredths (1143.68) feet west from said north and south center line of Section Three (3) and Three Hundred Eighty-three and Sixty-two Hundredths (383.62) feet north from the said east and west center line of Section Three (3) (measured parallel with said east and west and north and south center lines respectively); thence east along said south line of District Boulevard a distance of Five Hundred Eighty-nine and Sixty-one Hundredths (589.61) feet to the place of beginning.

LESS AND EXCEPT, the following described tract of land, conveyed to W. Wood Prince and James F. Donovan, as Trustees, by Quit Claim Release Deed dated May 31, 1965:

That part of Lot "B" in the Circuit Court Partition of the South Half ($S\frac{1}{2}$) and that part of the Northwest Quarter ($NW\frac{1}{4}$) lying South of the Illinois and Michigan Canal Reserve, of Section Three (3), Township Thirty-eight (38) North, Range Thirteen (13) East of the Third Principal Meridian, in Chicago, Cook County, Illinois, according to the plat of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, on April 29, 1897, in Book 67 of Plats, page 44, as Document No. 2530529, bounded and described as follows:

Beginning at a point in the South line of District Boulevard (a private street) distant Six and Six Tenths (6.6) feet more or less, Easterly, as measured at right angles from the Westerly line of land conveyed to the Crawford Real Estate Development Company by deed recorded in the Recorder's Office of Cook County, Illinois, as Document No. 17307420, said point of beginning being Eleven Hundred Forty-three and Sixty-eight Hundredths (1143.68) feet West from the North and South Center Line of said Section Three (3), and Three Hundred Eighty-three and Sixty-two Hundredths (383.62) feet North from the East and West Center Line of said Section Three (3), said point of beginning also being the Northwest corner of that certain land conveyed to Armour and Company by deed recorded in the Office of the Recorder, Cook County, Illinois, as Document No. 19417810;

Thence Easterly along said South line of District Boulevard to a point Twenty-four (24) feet Easterly, as measured at right angles, from the Westerly line of said land conveyed to the Crawford Real Estate Development Company;

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Thence Southerly parallel with the Westerly line of said land conveyed to the Crawford Real Estate Department Company, a distance of One Hundred Thirty-two (132) feet, more or less, to a point in a curved line, said line being the Westerly line of that certain land conveyed to Armour and Company by deed recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 19417810;

Thence Northerly along said curved line to the point of beginning. Containing Eighteen Hundred Ninety (1890) square feet, more or less.

However, there is hereby conveyed, a perpetual non-exclusive easement on, over, across and upon, the property described immediately above, as appurtenant to the first described property for the purpose of passage along the same and of ingress to and egress from said property with or without vehicles and for all purposes connected with the first described property.

The foregoing description is based upon the following definitions:

District Boulevard (a private street) is hereby defined as a strip of land lying in Lot "A" of the Subdivision recorded in Book 59 of Plats, page 32, and in Lot "B" of the Subdivision recorded in Book 67 of Plats, page 44, extending westerly from the west line of South Kildare Boulevard (being a line Five Hundred Seventy-five and Ninety-three Hundredths (575.93) feet east from and parallel with the north and south center line of Section Three (3)) to the westerly line of lands conveyed by the Chicago River and Indiana Railroad Company to the Crawford Real Estate Development Company by deed recorded in the Recorder's Office of Cook County, Illinois, as Document Number 17307420. The north line of District Boulevard is a line Fourteen (14) feet south from and parallel to a straight line and westward extension thereof, which straight line is drawn from a point on the east line of said Section Three (3) which is Four Hundred Sixty-five and Sixteen Hundredths (465.16) feet north from the west and east center line of said Section Three (3) through a point on the north and south center line of said Section Three (3) which is Four Hundred Sixty-four and Eight Hundredths (464.08) feet north from the said east and west center line of said Section Three (3). The south line of said District Boulevard is a line Sixty-six (66) feet south from and parallel to said north line on District Boulevard.

The north and south center line of said Section Three (3) is defined as a straight line drawn from a point on the north line of said Section Three (3), measured Twenty-six Hundred Forty-eight and Fourteen Hundredths (2648.14) feet west from the northeast corner of said Section Three (3), and measured Twenty-six Hundred Forty-two and Eighty-four Hundredths (2642.84) feet east from the northwest

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corner of said Section Three (3), to a point on the south line of said Section Three (3), measured Twenty-six Hundred Sixty-nine and Thirty-seven Hundredths (2669.37) feet west from the southeast corner of said Section Three (3), and measured Twenty-six Hundred Sixty-eight and Four Hundredths (2668.04) feet east from the southwest corner of said Section Three (3).

The east and west center line of said Section Three (3) is defined as a straight line drawn from a point on the east line of said Section Three (3), measured Twenty-five Hundred Ninety-seven and Nineteen Hundredths (2597.19) feet south from the northeast corner of said Section Three (3) and measured Twenty-six Hundred Sixty-nine and Eighty-four Hundredths (2669.84) feet north from the southeast corner of said Section Three (3), to a point on the west line of said Section Three (3), measured Twenty-five Hundred Ninety-eight and Seventy-seven Hundredths (2598.77) feet south from the northwest corner of said Section and measured Twenty-six Hundred Sixty-one and Nineteen Hundredths (2661.19) feet north from the southwest corner of said Section Three (3), all in Cook County, Illinois.

Together with a nonexclusive easement in perpetuity on, over, upon and along South Kildare Boulevard, District Avenue and District Boulevard for the full and free use of the same as and for private streets and for all purposes of passage along the same and of ingress and egress to and from the land hereinabove conveyed with or without vehicles, including, but not limited to, automobiles, trucks, trailers, semi-trailers and like motor vehicles, and for all purposes connected with the use of said property; ALSO, together with that certain easement described in the Easement dated December 31, 1961, and recorded as Document No. 19147810 in Cook County, Illinois on June 5, 1964.

Subject to easements, covenants, conditions and provisions contained in that certain Deed from Crawford Real Estate Development Company, a corporation of Illinois, to Armour and Company, a corporation of Delaware, dated December 31, 1961 and recorded June 5, 1964 as document 19417810 in the office of the Recorder of Deeds, Cook County, Illinois.

Also subject to sewer lines easements of record,

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RECEIVED IN BAD CONDITION

STATE OF ARIZONA
Department Of State

UNITED STATES OF AMERICA)
STATE OF ARIZONA) ss

I, ROSE MOFFORD, Secretary of State and Keeper of the Great Seal, do hereby certify that MARJORIE CESSNA was appointed a Notary Public on JANUARY 25, 1982 to expire JANUARY 24, 1986, for a term of four years; that the aforesaid has completed all legal formalities required by law, and therefore is a qualified and acting Notary Public in the County of MARICOPA, State of Arizona; and I verily believe that the signature of said Notary as subscribed to the annexed instrument to be genuine; and that all the official acts in this capacity should be given due faith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capital, this 10th day of February, 1983.

Rose Mofford

ROSE MOFFORD,
Secretary of State

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CERTIFICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, Carol Kotek, do hereby certify that:

1. I am a duly appointed Assistant Secretary of Armour and Company, an Arizona corporation (Armour Arizona), and Armour Food Company (AFC);

2. Armour Arizona is the successor to the assets and liabilities of Armour and Company, a Delaware corporation (Armour Delaware), pursuant to Section 7.05 of Article VII of an Agreement and Plan of Merger of Armour Delaware with and into The Greyhound Corporation, a copy of which is annexed hereto as Exhibit A;

3. Armour Delaware was the successor to the assets and liabilities of Pfaelzer Brothers, Inc. a Delaware corporation, pursuant to the following documents to which I have access, true and correct copies of which are attached hereto:

(a) Preambles and resolutions duly adopted by the Executive Committee of the Board of Directors of Armour Delaware at a meeting held on December 1, 1971, as the same appears in the minute book of said Company, attached as Exhibit B;

(b) Preambles and resolutions and Plan of Liquidation duly adopted by the Board of Directors of Pfaelzer Brothers, Inc. on December 2, 1971, as the same appears in the minute book of said Company, attached as Exhibit C;

(c) Consent of the Sole Shareholder of Pfaelzer Brothers, Inc. dated December 2, 1971, approving and adopting the Plan of Liquidation, as the same appears in the minute book of said Pfaelzer Brothers, Inc., attached as Exhibit D;

(d) Agreement between Pfaelzer Brothers, Inc. and Armour Delaware as the same appears in the minute book of said Pfaelzer Brothers, Inc., attached as Exhibit E;

4. Armour Arizona transferred to AFC all the assets of the Armour Food Company Division of Armour Arizona, including the real property located at 4501 W. District Blvd., Chicago, Illinois, pursuant to the following documents to which I have access, true and correct copies of which are attached hereto:

(a) Resolution duly adopted by the Board of Directors of Armour Arizona at a meeting held on November 18, 1982, as the same appears in the minute book of said company, which resolution is now in full force and effect, attached as Exhibit F;

(b) Agreement dated December 29, 1982 and effective January 2, 1983, attached as Exhibit G.

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5. The attached document marked as Exhibit H hereto is a true and correct copy of a certain resolution duly adopted by the Board of Directors of Armour Arizona on February 17, 1983, as the same appears in the minute book of said company to which I have access and that said resolution is now in full force and effect.

6. All the agreements attached hereto were duly executed and delivered by officers of the respective companies properly authorized to execute and deliver them, according to the minute books of said companies to which I have access. None of the agreements, plans, resolutions or consents attached hereto have been cancelled or terminated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seals of Armour and Company (Arizona) and Armour Food Company, on March 23, 1983.

Carol Kotek

Carol Kotek, Assistant Secretary

(SEAL)

(SEAL)

Signed and Sworn to before me this 23rd day of March, 1983

Marie L. Burke

Notary Public

My Commission Expires Oct. 23, 1986.

(SEAL)

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

OF

ARMOUR AND COMPANY

WITH AND INTO

THE GREYHOUND CORPORATION

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AGREEMENT AND PLAN OF MERGER

OF

ARMOUR AND COMPANY
(a Delaware corporation)

WITH AND INTO

THE GREYHOUND CORPORATION
(an Arizona corporation)

AGREEMENT AND PLAN OF MERGER entered into September 13, 1982, by and between THE GREYHOUND CORPORATION (hereinafter called "Greyhound") and ARMOUR AND COMPANY (hereinafter called "Armour").

WITNESSETH:

WHEREAS, Greyhound is a corporation duly organized and existing under the laws of the State of Arizona; and

WHEREAS, as of June 30, 1982, the authorized capital stock of Greyhound consisted of 5,000,000 shares of Preference Stock, without par value, none of which were issued, 2,257 shares of 7% Second Cumulative Preference Stock, par value $100 per share, convertible into Common Stock ("Second Preference Stock"), all of which shares were issued, and 70,000,000 shares of Common Stock, par value $1.50 per share, of which 45,376,155 shares (including 1,783,209 shares held in the treasury) were issued, 3,149,396 shares were reserved for issuance upon conversion of Greyhound's 6½% Convertible Subordinated Debentures, Greyhound's 6% Convertible Subordinated Debentures, Greyhound's 5% Subordinated Debentures and Armour's 4½% Convertible Subordinated Debentures 7,307,254 shares were reserved for issuance upon the exercise of Greyhound's Series C Warrants and 1983 Warrants, and 2,278,047 shares were reserved for issuance pursuant to Greyhound's 1973 Stock Option Plan; and

WHEREAS, Armour is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, as of June 30, 1982, the authorized capital stock of Armour consisted of 484,000 shares of $4.75 Preferred Stock, par value $100 per share, of which 460,352 shares (including 21,397 shares held in the treasury) were issued, and 6,662,311 shares of Common Stock, par value $1.00 per share, all of which shares were issued; and

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WHEREAS, the Boards of Directors of Greyhound and Armour (such corporations being hereinafter sometimes collectively called the "Constituent Corporations") deem it advisable and for the benefit of their respective Constituent Corporations and their stockholders that Armour be merged with and into Greyhound on the terms and conditions set forth in this Agreement and Plan of Merger (hereinafter called "this Agreement");

NOW, THEREFORE, Greyhound and Armour hereby agree that, pursuant to the applicable statutes of the State of Arizona and the State of Delaware and subject to the conditions hereinafter set forth, Armour shall be merged with and into Greyhound, which shall be the surviving corporation, and that the plan, terms and conditions of such merger (hereinafter called the "merger") shall be as follows:

ARTICLE I.

1.01 At the time of merger, as defined in ARTICLE VI hereof, Armour shall be merged into Greyhound, the separate existence of Armour shall cease (except insofar as it may be continued by statute) and Greyhound, as the surviving corporation, shall continue to exist by virtue of and shall be governed by the laws of Arizona with its present name. All property of every description, real, personal and mixed, interests, rights, privileges, immunities, powers, franchises, debts due on whatever account and choses in action of Greyhound prior to the merger shall not be affected by the merger, and at the time of merger Greyhound shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Armour at the time of merger; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to Armour at the time of merger, shall be taken and deemed to be transferred to and vested in Greyhound without further act or deed; and the title to any real estate, or any interest therein, vested in Armour at the time of merger shall not revert or be in any way impaired by reason of such merger. Also, Greyhound shall thenceforth be responsible and liable for all the liabilities and obligations of Armour at the time of merger; and any claim existing or action or proceeding pending by or against Armour at the time of merger may be prosecuted as if such merger had not taken place, or Greyhound may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Armour at the time of merger shall be impaired by such merger.

ARTICLE II.

2.01 The Articles of Incorporation, as amended, of Greyhound, as existing at the time of merger shall continue to be its Articles of Incorporation after the merger until further amended according to applicable law.

ARTICLE III.

3.01 The Bylaws, as amended, of Greyhound, as existing at the time of the merger shall continue to be its Bylaws after the merger until amended according to the provisions thereof and applicable law.

ARTICLE IV.

4.01 Prior to the time of merger:

(a) Greyhound shall redeem and cancel (and shall not reissue) all of its Second Preference Stock, in the manner provided in its Articles of Incorporation, and shall eliminate all of its Second Preference Stock in the manner provided by law.

(b) Greyhound shall designate a sufficient number of shares of its Preference Stock as "$4.75 Preferred Stock, stated value $100 per share," in the manner provided in its Articles of Incorporation, in order to convert all of the outstanding shares of Armour $4.75 Preferred Stock, par value $100 per share, into $4.75 Preferred Stock, stated value of $100 per share, of Greyhound, at the time of merger.

(c) Armour shall convey all the shares of its $4.75 Preferred Stock, par value $100 per share, held in its treasury to Armour-Dial, Inc.

4.02 The manner and basis of converting the shares of the Constituent Corporations into shares of the surviving corporation at the time of merger shall be as follows:

(a) Each outstanding share and each treasury share of Greyhound Common Stock shall remain unchanged by reason of the merger.

(b) Each outstanding option to purchase shares of Common Stock of Greyhound shall remain unchanged by reason of the merger.

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(c) Each outstanding Warrant to purchase shares of Common Stock of Greyhound shall remain unchanged by reason of the merger.

(d) The terms of each of the outstanding Convertible Subordinated Debentures convertible into Common Stock of Greyhound shall remain unchanged by reason of the merger.

(e) In consideration of the merger, each outstanding share of Armour Common Stock shall be cancelled and retired, all rights in respect thereof shall cease and no such shares shall be converted into shares of Greyhound Common Stock or any other security of Greyhound.

(f) Each outstanding share of Armour $4.75 Preferred Stock, par value $100 per share, shall without the surrender of stock certificates or any other action be converted into one fully paid and non-assessable share of $4.75 Preferred Stock, stated value $100 per share, of Greyhound, and all accrued dividends on said Armour $4.75 Preferred Stock shall be paid by Greyhound. The holders of certificates for shares of Armour $4.75 Preferred Stock shall thereupon cease to have any rights in respect of such shares and their sole rights shall be those of the holders of certificates for shares of $4.75 Preferred Stock of Greyhound into which such shares of Armour $4.75 Preferred Stock shall have been converted by the merger. Outstanding certificates representing Armour $4.75 Preferred Stock shall thenceforth represent the same number of shares of $4.75 Preferred Stock of Greyhound and the holders of the outstanding certificates shall have precisely the same rights as they would have had if such certificates had been issued by Greyhound.

4.03 After the time of merger, each holder of an outstanding certificate representing shares of Armour $4.75 Preferred Stock may, but shall not be required to, surrender the same to Greyhound and upon such surrender, such holder shall be entitled to receive, therefor, a certificate issued by Greyhound representing the same number of shares of $4.75 Preferred Stock of Greyhound to which such shares of Armour $4.75 Preferred Stock shall have been converted.

ARTICLE V.

5.01 The officers and directors of Greyhound at the time of merger shall be the officers and directors of Greyhound after the merger, to hold office in accordance with the Bylaws of Greyhound.

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ARTICLE VI.

6.01 Subject to the provisions of ARTICLE VIII hereof, as soon as practicable after the adoption and approval of the Agreement, the further procedure to effectuate the merger specified by the General Corporation Law of the State of Arizona to make the merger effective under Arizona law and the further procedure specified by the General Corporation Law of the State of Delaware to make the merger effective under Delaware law shall be carried out. The merger shall become effective at, and the "time of merger" shall mean for the purpose of this Agreement, the time when all procedures required to make the merger effective under said laws shall have been completed.

ARTICLE VII.

7.01 Each of the Constituent Corporations will cooperate with the other in every way in carrying out the transactions contemplated herein, in adjusting claims and liabilities, in delivering instruments to perfect the conveyances, assignments and transfers contemplated herein, and in executing and delivering all documents and instruments deemed necessary or useful by counsel for either party.

7.02. In the event, for any reason, this Agreement ceases to be binding upon the Constituent Corporations because of termination as provided herein or otherwise, it shall thenceforth be void and have no effect without further action by either of the Constituent Corporations, and neither party, its shareholders, directors or officers shall have any obligation or liability in respect thereof.

7.03. Except as otherwise provided herein, nothing herein expressed or implied is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than Greyhound and Armour and their respective shareholders, any rights or remedies under or by reason of this Agreement.

7.04. Any representations and warranties contained in this Agreement shall not survive the time of merger.

7.05. Immediately upon the merger becoming effective, Greyhound shall transfer to a wholly owned subsidiary of Greyhound (the Subsidiary) all assets of whatever nature acquired from Armour by virtue of said merger, and Greyhound shall cause the Subsidiary to assume and thenceforth be obligated for all liabilities of Armour of whatsoever nature acquired by Greyhound by virtue of said merger, except Armour's liabilities with respect to Armour's 9 7/8% Sinking Fund Debentures due January 15, 2000, 4½% Convertible Subordinated Debentures due September 1, 1983 and 5% Cumulative Income Subordinated Debentures due November 1, 1984 (the "Debentures"). The Subsidiary, at the time of transfer

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and assumption, shall provide to Greyhound notes payable imposing on the Subsidiary substantially the same obligations as Armour had in respect of the three said issues of Debentures prior to the merger. Subsequent to the merger, Greyhound shall expressly assume by supplemental indentures all the obligations of Armour with respect to the Debentures. The Subsidiary shall adopt as its name the words "Armour and Company."

7.06. From time to time as and when requested by Greyhound or the Subsidiary, or by the successors or assigns of either, Armour shall execute and deliver such deeds and other instruments, and take or cause to be taken such further or other action, as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to Greyhound or the Subsidiary title to, and possession of, all the properties, interests, rights, privileges, powers and franchises of Armour or otherwise to carry out the purposes of this Agreement.

7.07. All notices under this Agreement shall be in writing and shall be sufficient in all respects when delivered, or forty-eight hours after being mailed first class postage prepaid, as follows:

If to Armour: Armour and Company
Greyhound Tower
Phoenix, Arizona 85077
Attention: Secretary

If to Greyhound: The Greyhound Corporation
Greyhound Tower
Phoenix, Arizona 85077
Attention: Secretary

ARTICLE VIII

8.01. This Agreement may be amended or modified in whole or in part at any time prior to its approval by the holder of the Common Stock of Armour by an agreement in writing executed in the same manner as this Agreement after authorization to do so by the Boards of Directors of the Constituent Corporations. Notwithstanding the approval of this Agreement by such shareholder of Armour, this Agreement may be terminated and the merger abandoned by either Greyhound or Armour by written notice to the other at any time prior to the time of merger, if in the opinion of its Board of Directors or the Executive Committee of its Board of Directors the merger is deemed inadvisable by such Board or Executive Committee for any reason whatsoever.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the Vice Chairman and Chief Financial Officer of Greyhound on its behalf, pursuant to the authority given by resolutions adopted by its Board of Directors, and by the

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Executive Vice President of Armour on its behalf, pursuant to the authority duly given by resolutions adopted by its Board of Directors, and each of such corporations has caused its corporate seal to be hereunto affixed and attested by its respective Secretary, all as of the date first above written.

THE GREYHOUND CORPORATION

By _____
Ralph G. Batastini, Vice Chairman and Chief Financial Officer

THE GREYHOUND CORPORATION
(CORPORATE SEAL)
Arizona

ATTEST: _____
F. G. Emerson, Secretary

ARMOUR AND COMPANY

By _____
W. L. Tunnell,
Executive Vice President

ARMOUR AND COMPANY
(CORPORATE SEAL)
Delaware

ATTEST: _____
F. G. Emerson, Secretary

I, F. G. Emerson, Secretary of THE GREYHOUND CORPORATION, an Arizona corporation, hereby certify, as such Secretary and under the corporate seal of said corporation, that the Agreement and Plan of Merger to which this certificate is attached, after having been first approved by resolution duly adopted by the Board of Directors of said corporation, was duly signed on its behalf by the Vice Chairman and Chief Financial Officer and Secretary of said corporation.

THE GREYHOUND CORPORATION
(CORPORATE SEAL)
Arizona

_____
Secretary

I, F. G. Emerson, Secretary of ARMOUR AND COMPANY, a Delaware corporation, hereby certify, as such Secretary and under the corporate seal of said corporation, that the Agreement and Plan of Merger to which this certificate is attached, after having

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been first approved by resolution duly adopted by the Board of Directors of said corporation and consented to by the sole holder of the Common Stock of ARMOUR AND COMPANY in writing [redacted], in accordance with the requirements of Section 228 of the General Corporation Law of the State of Delaware, was duly signed on its behalf by the Executive Vice President and Secretary of said corporation.

ARMOUR AND COMPANY
(CORPORATE SEAL)
Delaware

F. G. Emerson, Secretary

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the Vice Chairman and Chief Financial Officer of THE GREYHOUND CORPORATION on its behalf, pursuant to authority duly given, and by the Executive Vice President of ARMOUR AND COMPANY on its behalf, pursuant to the authority duly given, and each of such corporations has caused its corporate seal to be hereunto official and attested to by its respective Secretary.

THE GREYHOUND CORPORATION

By Ralph C. Batastini
Ralph C. Batastini, Vice Chairman
and Chief Financial Officer

ATTEST: F. G. Emerson
F. G. Emerson, Secretary

ARMOUR AND COMPANY

By W. L. Tunnell
W. L. Tunnell,
Executive Vice President

ATTEST: F. G. Emerson
F. G. Emerson, Secretary

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State of Arizona)
) ss.
County of Maricopa)

On this 13th day of September, A.D. 1982, before me, a notary public in and for the County and State aforesaid, personally appeared Ralph C. Batastini, who acknowledged himself

to be the Vice Chairman and Chief Financial Officer of THE GREYHOUND CORPORATION, an Arizona corporation, and one of the corporations described in and which executed the foregoing Agreement and Plan of Merger, and that he as such Vice Chairman and Chief Financial Officer being authorized so to do executed the foregoing Agreement and Plan of Merger for the purposes therein contained by signing the name of THE GREYHOUND CORPORATION by himself as Vice Chairman and Chief Financial Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year aforesaid.

Steven D. Bierstock
Notary Public

My commission expires:
November 14, 1983

State of Arizona)
) ss.
County of Maricopa)

On this 13th day of September, A.D. 1982, before me, a notary public in and for the County and State aforesaid personally appeared W. L. Tunnell, who acknowledged himself to be the Executive Vice President of ARMOUR AND COMPANY, a corporation of the State of Delaware, and one of the corporations described in and which executed the foregoing Agreement and Plan of Merger, and that he as such Executive Vice President, being authorized so to do executed the foregoing Agreement and Plan of Merger for the purposes therein contained by signing the name of ARMOUR AND COMPANY by himself as Executive Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year aforesaid.

Steven D. Bierstock
Notary Public

My Commission Expires:
November 14, 1983

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[redacted]

(Statement to be attached to the
Agreement and Plan of Merger)

THE AGREEMENT AND PLAN OF MERGER made and entered into on the 13th day of September, 1982, by and between THE GREYHOUND CORPORATION and ARMOUR AND COMPANY has been adopted pursuant to Subsection C of Section 10-073 of the General Corporation Law of the State of Arizona and as of the date hereof the outstanding shares of common stock of THE GREYHOUND CORPORATION are such as to render said Subsection applicable.

THE GREYHOUND CORPORATION

By _____
Ralph C. Batastini, Vice Chairman
and Chief Financial Officer

DATED: October 1, 1982

By _____
F. G. Emerson, Secretary

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EXHIBIT B

Preambles and Resolutions duly adopted by
the Executive Committee of the Board of Directors of
Armour and Company
on
December 1, 1971

"WHEREAS, PFAELZER BROTHERS, INC. ("Pfaelzer") is a one hundred per cent owned subsidiary of this Company; and

"WHEREAS, it is deemed desirable that Pfaelzer be completely liquidated;

"NOW, THEREFORE, BE IT RESOLVED, that the Plan for the complete liquidation of Pfaelzer, presented to this meeting be, and the same hereby is, approved and adopted; and

"BE IT FURTHER RESOLVED, that such legal steps as may be required or permitted by law be taken to grant the formal consent of the Company to the dissolution of Pfaelzer and;

"BE IT FURTHER RESOLVED, that the proper officers of this Company be and they hereby are, authorized and empowered to accept all the assets of Pfaelzer, of whatsoever kind and nature and wheresoever situated, tangible and intangible, at the close of business on December 4, 1971, as a liquidating dividend in kind, in full and complete cancellation of all the shares of capital stock of Pfaelzer and to enter into an agreement with Pfaelzer whereby, upon the complete liquidation of Pfaelzer, as aforesaid, this Company will assume, and agree to pay when due, the liabilities and indebtedness of Pfaelzer then existing; and

"BE IT FURTHER RESOLVED, that the proper officers of this Company be, and they hereby are, authorized and empowered to execute such instruments and perform such acts as may be necessary or advisable, in their judgment or in the opinion of counsel, to fully effectuate the purposes of these resolutions and to consummate said Plan for the complete liquidation of Pfaelzer."

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EXHIBIT C

Preambles and Resolutions duly adopted by
the Board of Directors of
Pfaelzer Brothers, Inc.
on
December 2, 1971

"WHEREAS, this Company is a one hundred per cent owned subsidiary of Armour and Company, a Delaware corporation; and

"WHEREAS, it is deemed desirable that this Company be completely liquidated; and

"WHEREAS, there is attached to this Consent a Plan for the Complete Liquidation of the Company;

"NOW, THEREFORE, BE IT RESOLVED, that the Plan attached to this Consent be, and the same hereby is, approved and adopted; and

"BE IT FURTHER RESOLVED, that such legal steps as may be required or permitted by law be taken to procure the formal consent of the record owner of all the capital stock of this Company, to the dissolution of this Company; and

"BE IT FURTHER RESOLVED, that the proper officers of this Company be and they hereby are authorized and empowered to transfer to said Armour and Company all the assets of PFAELZER BROTHERS, INC. of whatsoever kind and nature and wheresoever situated, tangible and intangible, at the close of business on December 4, 1971, as a liquidating dividend in kind, in full and complete cancellation of all the shares of capital stock of this Company and to enter into an agreement with said Armour and Company whereby, upon the complete liquidation of this Company, as aforesaid, said Armour and Company will assume, and agree to pay when due, the liabilities and indebtedness of this Company then existing; and

"BE IT FURTHER RESOLVED, that the proper officers of this Company be, and they hereby are, authorized and empowered to execute such instruments and perform such acts as may be necessary or advisable, in their judgment or in the opinion of counsel, to fully effectuate the purposes of these resolutions and to consummate said Plan for the complete liquidation, and the dissolution of this Company."

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PLAN FOR THE COMPLETE LIQUIDATION

OF

PFAELZER BROTHERS, INC.

A DELAWARE CORPORATION

PFAELZER BROTHERS, INC., a Delaware corporation, hereinafter called "PFAELZER" is a one hundred per cent owned subsidiary of ARMOUR AND COMPANY, a Delaware corporation, hereinafter called "ARMOUR". It is desired that PFAELZER be dissolved and completely liquidated, and proper legal steps to this end will be taken so that it may surrender its corporate franchise and wind up its affairs. PFAELZER will transfer all its assets, of whatsoever kind and nature and wheresoever situated, tangible and intangible, at the close of business on December 4, 1971, as a liquidating dividend in kind to ARMOUR in full and complete cancellation of all the shares of capital stock of PFAELZER. At the close of business on December 4, 1971, ARMOUR will accept all such transfers, will surrender all the certificates for shares of capital stock of PFAELZER for cancellation, and will assume, and agree to pay when due, the liabilities and indebtedness of PFAELZER then existing.

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EXHIBIT D

CONSENT TO DISSOLUTION

BY UNANIMOUS CONSENT OF SOLE STOCKHOLDER

IN LIEU OF A STOCKHOLDERS' MEETING

The undersigned, being the sole stockholder of PFAELZER BROTHERS, INC., a Delaware corporation, hereby consents to and approves (i) the Plan for the Complete Liquidation of PFAELZER BROTHERS, INC. adopted by the Board of Directors on December 2, 1971, and (ii) the liquidation and dissolution of PFAELZER BROTHERS, INC.

Dated: December 2, 1971.

ARMOUR AND COMPANY

By: _____
Vice President-Finance

CORPORATE SEAL

ATTEST:

_____
Secretary

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EXHIBIT E

AGREEMENT

AN AGREEMENT made and entered into by and between PFAELZER BROTHERS, INC., a Delaware corporation (hereinafter designated "PFAELZER"), and ARMOUR AND COMPANY, a Delaware corporation (hereinafter designated "ARMOUR"), as of this 6th day of December, 1971,

WITNESSETH:

WHEREAS, PFAELZER is a 100% owned subsidiary of ARMOUR and it is deemed to be in the best interest of both said corporations that PFAELZER be completely liquidated and dissolved; and

WHEREAS, the Board of Directors of PFAELZER and ARMOUR, heretofore on the 2nd day of December, 1971, and the 1st day of December, 1971, respectively, did approve and adopt a Plan for the Complete Liquidation of PFAELZER and did authorize its consummation and the dissolution of PFAELZER; and

WHEREAS, the stockholders of PFAELZER have formally consented to and approved the dissolution of PFAELZER; and

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WHEREAS, said Plan of Complete Liquidation provides that all the assets of PFAELZER of whatsoever kind and nature and wheresoever situated, tangible and intangible, at 4:00 P.M., Mountain Standard Time on December 4, 1971, be transferred to ARMOUR and that ARMOUR thereupon surrender for cancellation all the outstanding shares of capital stock of PFAELZER and assume, and pay when due, all the debts and other liabilities of PFAELZER then existing; and

WHEREAS, it is deemed desirable that this formal document be executed as evidence of the fact of such complete liquidation and the resulting transfer of assets, assumption of debts and other liabilities, and surrender of capital stock for cancellation, as contemplated by said Plan of Complete Liquidation;

NOW, THEREFORE, IT IS AGREED:

(1) ARMOUR herewith surrenders to PFAELZER for cancellation stock certificates registered in the name of ARMOUR representing a total of 1,000 shares and being all the capital stock of PFAELZER.

(2) ARMOUR hereby assumes, and agrees to pay when due, all the debts and other liabilities of PFAELZER outstanding at 4:00 P.M., Mountain Standard Time, on December 4, 1971.

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(3) PFAELZER hereby transfers, assigns, conveys, and sets over unto ARMOUR all the assets of PFAELZER existing at 4:00 P.M., Mountain Standard Time, on December 4, 1971, of whatsoever kind and nature and wheresoever situated, tangible and intangible.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, and their respective corporate seals to be hereunto affixed, the day and year first above mentioned.

PFAELZER BROTHERS, INC.

(CORPORATE SEAL)

ATTEST:

JESS NICKS
PRESIDENT

BY:
R. J. WEHLING
Assistant Secretary

ARMOUR AND COMPANY

(CORPORATE SEAL)

ATTEST:

J. G. SPEER
VICE PRESIDENT-FINANCE

BY:
L. R. MILLER
Secretary

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EXHIBIT F

Resolution adopted by
the Board of Directors of
Armour and Company
on
November 18, 1982

RESOLVED, that the officers of this Company be, and they hereby are, authorized, on its behalf, to execute agreements providing for the assignment to and assumption by a wholly owned subsidiary of this Company to be formed for the purpose, of all of the assets and liabilities of the Armour Food Company Division of this Company, said company to be formed having the name "Armour Food Company" and further to execute and deliver or authorize to be executed and delivered any and all instruments and to do any and all acts and things which they may deem to be necessary, convenient or proper, including the arranging for a meeting of the shareholders of this Company, in order to carry out the intent of this resolution.

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EXHIBIT G

AGREEMENT

THIS AGREEMENT made on the 29th day of December 1982, by and between ARMOUR AND COMPANY, a corporation organized and existing under the laws of the State of Arizona, hereinafter called "ARMOUR", and ARMOUR FOOD COMPANY, a corporation organized and existing under the laws of the State of Arizona, hereinafter called "AFC".,

W I T N E S S E T H:

FIRST: In consideration of the issuance by AFC of [illegible],000 of its authorized shares of $1.00 par value Common Stock to ARMOUR, receipt of which is hereby acknowledged, and of the other respective acts and agreements of the parties hereto hereinafter contained or mentioned, ARMOUR hereby exchanges, assigns, conveys, grants, transfers and sets over unto AFC, its successors and assigns, at the book value thereof as of the start of business on January 2, 1983, all the assets, property, business, goodwill and rights, tangible and intangible of whatsoever kind and nature and wheresoever situated, of the Armour Food Company Division of ARMOUR, including (without limiting the foregoing, however), all patent rights, trademark rights, copyrights, secret processes and information, and related rights used exclusively in the conduct of the business of the Armour Food Company (except rights in (1) the trademark and trade name "ARMOUR", and (2) any other trademark and trade name containing the word "ARMOUR" or any syllable thereof)

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all cash, accounts and bills receivable, contracts, inventories of goods, ware and merchandise, land, buildings, machinery, equipment, furniture, fixtures, supplies and deferred charges, except those described on attached Exhibit A.

TO HAVE AND TO HOLD all the said assets, property, business, goodwill and rights unto AFC, its successors and assigns forever, but without any warranty or covenant of title, seisin, incumbrance or quiet enjoyment.

And ARMOUR empowers AFC, its successors and assigns, in its or their own names, or in the name of ARMOUR, to claim under, sue upon and enforce any and all contracts, and claims assigned to AFC hereunder.

SECOND: ARMOUR empowers AFC, its successors and assigns, in its or their own names, or in the name of ARMOUR, to demand, collect, receive and receipt for all claims, demands and accounts and each of them, assigned to AFC hereunder, and in its or their own names, or in the name of ARMOUR, to prosecute or withdraw any suits or proceedings at law or in equity upon any of the said claims, demands and accounts.

THIRD, AFC, in consideration of the foregoing exchanges, assignments and agreements, hereby assumes and agrees with ARMOUR promptly to pay and discharge all the obligations and liabilities, when due, of ARMOUR arising out of or in connection with the business and assets transferred to AFC hereunder, whether or not reflected on ARMOUR's books as of the start of business on January 2, 1983, except those described on attached Exhibit B.

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FOURTH: ARMOUR covenants and agrees that it will, upon the request of AFC, execute and deliver such further assurances of title, conveyances and assignments as AFC shall in its judgment or in the judgment of its officers or counsel deem necessary or advisable.

IN WITNESS WHEREOF, said ARMOUR and AFC have respectively caused this Agreement to be signed by their respective officers thereunto duly authorized,and their respective corporate seals to be hereunto affixed, duly attested by their respective Secretaries, on the day and year first above written.

(CORPORATE SEAL)

ATTEST:

Secretary

ARMOUR AND COMPANY

By D. E. Petersen
Vice President

(CORPORATE SEAL)

ATTEST:

Secretary

ARMOUR FOOD COMPANY

By W. I. Turner
President

STATE OF ARIZONA)
) ss
County of Maricopa)

On this the 29th day of December, 1982, before me, the undersigned Notary Public, personally appeared and D. E. Petersen and F. G. Emerson, who acknowledged themselves to be the Vice President and Secretary, respectively, of ARMOUR AND COMPANY, an Arizona corporation, and that they, as such officers, being authorized

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so to do, executed the foregoing instrument in the capacity therein stated, and for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Marjorie Cessna
Notary Public

My commission expires:

My Commission Expires Jan. 24, 1986

STATE OF ARIZONA)
) ss
County of Maricopa)

On this the 29th day of December, 1982, before me, the undersigned Notary Public, personally appeared W. L. Tunnell and F. G. Emerson, who acknowledged themselves to be the President and Secretary, respectively, of ARMOUR FOOD COMPANY, an Arizona corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument in the capacity therein stated, and for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Marjorie Cessna
Notary Public

My commission expires:

My Commission Expires Jan. 24, 1986

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EXHIBIT A

1. Grumman American Aviation Corporation, Gulfstream, G-II's, serial numbers 99 and 217, F.A.A. numbers N 99 GA and N 88 GA, respectively.

2. The research laboratory located at Scottsdale, Arizona.

3. The Assignment and Acceptance of Cherokee, Alabama Lease, dated as of June 29, 1968, to United States Steel Corporation.

4. The branch houses located at Bangor and Portland, Maine, Hazelton, Pennsylvania, Youngstown, Ohio, Bemidji, Minnesota, and Paterson, New Jersey, and the Brownwood, Texas Hatchery, Green Bay, Wisconsin beef abbattoir, Inver Grove Heights, Minnesota vacant land, Lubbock, Texas beef abbattoir, Mason County, Texas brooder ranch, and So. St. Joseph, Missouri vacant land, all of which have been declared surplus, and personal property located therein.

5. All promissory notes and associated security, given to ARMOUR in connection with the prior sales of properties.

6. The properties and rights described on attached Schedule I.

7. Workers' compensation and public liability self-insurance reserves.

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SCHEDULE I

1. Union County, Arkansas:

   Undivided 1/128th (1/32 of 1/8 Royalty Interest) interest to oil, gas and other minerals under 1,000 acres of land conveyed to "Armour Fertilizer Works" in 1939.

2. Los Angeles, California - 451 Hewitt Street:

   All minerals below 500 feet of surface of 14,000 sq. ft. parcel of land, reserved to Armour on sale of property in 1972.

3. Los Angeles, California - 11th Street and Olympic Boulevard:

   50% interest in mineral rights under 12 acres of land (former packing plant), reserved when sold in 1958.

4. Great Bend, Kansas:

   All minerals under six City lots (former creamery plant), reserved in sale in 1955.

5. North Bend, Pennsylvania:

   All minerals under 80 acres of land in Clinton County (former tannery plant), reserved when property sold in 1953.

6. Bee County, Texas:

   57.421% of Trusteeship of Mineral Interests under 350 acres of land, obtained from liquidation of Stockyard Loan Company, Kansas City, Missouri in 1943.

7. Brazoria, Texas:

   538 shares representing 26.90% ownership of Tri-State Investment Company whose sole remaining asset is a 644 acre tract of land.

8. Reeves County, Texas:

   An undivided interest (25% to 40%) in 4,800 acres (both surface and mineral), and mineral interests only under an additional 12,080 acres, acquired in 1937 as part of Armour's interest in Fort Worth Cattle Loan Company.

9. Marysvale, Utah:

   5% Royalty up to $150,000 on all ore and minerals mined and shipped from 599.12 acre tract of land, resulting from sale of mining claims in 1958.

10. Laramie, Wyoming Ranch:

    25% of oil and mineral rights acquired as part of a sharing arrangement between Armour and Swift, resulting from an exchange in 1931 of their respective interests in various banks and loan companies.

11. Hancock County, Mississippi:

    Mineral interest under 20 acres reserved when property sold in 1967.

12. Oklahoma City, Oklahoma:

    50% interest retained in mineral rights when plant was sold in 1960.

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EXHIBIT B

1. The research laboratory located at Scottsdale, Arizona, Realty Mortgage and Security Agreement, and associated Promissory Note, dated December 11, 1975, to Applewhite Mortgage Company.

2. The Supplemental Indenture dated as of October 1, 1982 to United Kentucky Bank, as Trustee, and all underlying instruments, provided AFC hereby assumes the obligation to fully and timely pay all the indebtedness evidenced thereby.

3. The insurance company, bank, and finance company loan guarantees associated with the Lauridsen Foods, Inc. Processing Agreement dated as of January 5, 1981, A-C Dressed Beef, Inc. Custom Slaughter and Fabrication Agreement dated as of June 1, 1982 and the Shenandoah Valley Poultry Co., Inc. loan agreements with Maryland National Industrial Finance Corporation, respectively, provided AFC hereby assumes all the obligations with respect to the first two such guarantees.

4. All contingent liabilities.

5. Workers' compensation and public liability self-insurance reserves.

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EXHIBIT H

Resolution adopted by the
Board of Directors of
Armour and Company
on
February 17, 1983

RESOLVED, that sale of the Pfaelzer Brothers Distribution Center of Armour Food Company, a wholly owned subsidiary of this Company, located at 4501 District Blvd., Chicago, Illinois, to Chris Tomaras for $575,000 cash, exclusive of equipment, be, and it hereby is, approved.

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State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of Certificate of Merger filed in this office on September 28, 1982.

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DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1897 1792 1970
DELAWARE

Glenn C. Kenton
Glenn C. Kenton, Secretary of State

BY: C. Myers

DATE: October 29, 1982

Form 130

CERTIFICATE OF MERGER
MERGING
ARMOUR AND COMPANY
INTO
THE GREYHOUND CORPORATION

FILED
SEP 28 1982 9AM
SECRETARY OF STATE

THE GREYHOUND CORPORATION, a corporation organized and existing under the laws of Arizona,

DOES HEREBY CERTIFY:

FIRST: That the names and the states of incorporation of the constituent corporations are: THE GREYHOUND CORPORATION, incorporated pursuant to the General Corporation Law of the State of Arizona and ARMOUR AND COMPANY, incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation is THE GREYHOUND CORPORATION.

FOURTH: That the Articles of Incorporation of THE GREYHOUND CORPORATION is attached hereto as Exhibit A and is incorporated herein as if set out in full.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of THE GREYHOUND CORPORATION at Greyhound Tower, Phoenix, Arizona 85077.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by THE GREYHOUND CORPORATION, on request and without

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cost to any stockholder of THE GREYHOUND CORPORATION and ARMOUR AND COMPANY.

SEVENTH: That THE GREYHOUND CORPORATION agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of ARMOUR AND COMPANY as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of section 262 of the General Corporation Law of the State of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is The Greyhound Corporation, Greyhound Tower, Phoenix, Arizona 85077, Attention: Secretary, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made personally delivering to an leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to The Greyhound Corporation, Attention Secretary, at the above address.

EIGHTH: This Certificate of Merger shall become effective as of the close of business October 1, 1982.

NINTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be terminated and abandoned by the Board of Directors or the Executive Committee of the Board of Directors of THE GREYHOUND CORPORATION or of ARMOUR AND COMPANY at any time prior to the close of business on October 1, 1982.

IN WITNESS WHEREOF, THE GREYHOUND CORPORATION has caused this Certificate of Merger to be executed by Ralph C.

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Batastini, Vice Chairman and Chief Financial Officer, and attested by F. G. Emerson, its Secretary, this 15th day of September, 1982.

THE GREYHOUND CORPORATION

By _____
Ralph C. Batastini, Vice Chairman
and Chief Financial Officer

ATTEST:

_____
F. G. Emerson, Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

BE IT REMEMBERED, that on the 15th day of September, 1982, personally appeared before me, a Notary Public for the State of Arizona, County of Maricopa, Ralph C. Batastini, Vice Chairman and Chief Financial Officer, and F. G. Emerson, Secretary, of THE GREYHOUND CORPORATION, a corporation of the State of Arizona, known to me personally to be such, and they acknowledged the foregoing Certificate of [redacted] Merger to be their act and deed, and the act and deed of said corporation, and that the facts stated therein are true.

mb

GIVEN under my hand and seal of office the day and year aforesaid.

My Commission Expires Oct. 24, 1982

_____
Notary Expiration Date
(Notary Seal)

_____
Notary Public

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EXHIBIT A

ARTICLES OF INCORPORATION OF

THE GREYHOUND CORPORATION

AN ARIZONA CORPORATION

As Amended

FIRST: The name of this Corporation is

THE GREYHOUND CORPORATION.

SECOND: The name and address of its statutory agent is CT Corporation System, 14 North 18th Avenue, Phoenix, Arizona 85007.

THIRD: The purposes for which the Corporation is organized include the transaction of any and all lawful business for which a corporation may be incorporated under the laws of the State of Arizona. The character of business which the Corporation initially intends actually to conduct is to acquire, hold and invest in other corporations through merger, stock acquisition or by other means.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is Seventy-five Million Two Thousand Five Hundred and Twenty-eight (75,002,528) whereof Five Million (5,000,000) shall be shares of Preference Stock without par value, Two Thousand Five Hundred and Twenty-eight (2,528) shall be 3% Second Cumulative Preference Stock, par value $100 per share, convertible into Common Stock, and Seventy Million (70,000,000) shall be Common Stock, par value $1.50 per share.

PART I

Concerning the Preference Stock

(1) The Preference Stock shall be issuable in series, and in connection with the issuance of any series of Preference Stock and to the extent now or hereafter permitted by the laws of the State of Arizona, the Board of Directors is authorized to fix by resolution the designation of each series, the stated value of the shares of each series, the dividend rate of each series and the date or dates and other provisions respecting the payment of dividends, the provisions, if any,

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for a sinking fund for the shares of each series, the preferences of the shares of each series in the event of the liquidation or dissolution of the Corporation, the provisions, if any, respecting the redemption of the shares of each series, and, subject to requirements of the laws of the State of Arizona, the voting rights, if any, provided that such shares shall not have more than one vote per share) including any special voting rights in the event of default in the payment of preferred dividends, the terms, if any, upon which the shares of each series shall be convertible into or exchangeable for any other shares of stock of the Corporation and any other relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of each series.

(2) Preference Stock of any series redeemed, converted, exchanged, purchased, or otherwise acquired by the Corporation shall be cancelled by the Corporation and returned to the status of authorized but unissued Preference Stock.

(3) All shares of any series of Preference Stock, as between themselves, shall rank equally and be identical; and all series of Preference Stock, as between themselves, shall rank equally and be identical except as set forth in resolutions of the Board of Directors authorizing the issuance of such series.

PART II

Concerning the 3% Second Cumulative Preference Stock

(1) The holders of the 3% Second Cumulative Preference Stock (hereinafter sometimes called the "Second Convertible Preference Stock"), shall be entitled to receive, when and as declared by the Board of Directors, out of any funds legally available for the purpose, cumulative cash dividends at the rate of 3% per annum, and no more, payable quarterly on the first business days of January, April, July and October in each year, except that with respect to any Second Convertible Preference Stock issued within thirty (30) days preceding any such date, the initial dividend may be paid on the dividend date next succeeding such date. Such dividends on the Second Convertible Preference Stock shall be cumulative from the date of issue thereof. The Second Convertible Preference Stock shall rank prior to the Preference Stock and Common Stock. As used herein, "prior" shall mean prior as to payment of dividends out of funds legally available for that purpose or as to distributions on liquidation, dissolution, or winding up.

(2) The Corporation may at any time, at the option of the Board of Directors or Executive Committee expressed by resolution or in such other manner as may be provided by the Bylaws, redeem the whole or any part of the Second Convertible Preference Stock at the time outstanding, upon notice duly given as hereinafter provided, by paying or providing for the payment in cash of the following redemption prices per share:

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If redeemed during the twelve-month period beginning July 1,

Year	Redemption Price
1977	$100.90
1978	100.60
1979	100.30
1980 and thereafter	100.00

plus in each case dividends accrued thereon to the date fixed for redemption.

At least thirty (30) days' previous notice of every such redemption of Second Convertible Preference Stock shall be mailed to the holders of record of the Second Convertible Preference Stock to be redeemed, at their last known post office addresses as shown by the Corporation's records, and shall be published at least once in each of at least one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, in the City of New York, at least one such newspaper published and of general circulation in the City of Chicago, Illinois, and at least one such newspaper published and of general circulation in the City of San Francisco, California, the first publication in each case to be not more than thirty (30) days prior to the date fixed for redemption. In case of the redemption of a part only of the Second Convertible Preference Stock at the time outstanding, the shares of the Second Convertible Preference Stock to be redeemed shall be selected pro rata or by lot or in such other manner as the Board of Directors may determine. The Board of Directors shall have full power and authority to prescribe the manner in which and, subject to the provisions and limitations herein contained, the terms and conditions upon which such stock shall be redeemed from time to time.

If the aforesaid notice of redemption shall have been duly given and published, and if on or before the redemption date designated in such notice the funds necessary for such redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate of such Second Convertible Preference Stock so called for redemption shall not have been surrendered for cancellation, the dividends thereon shall cease to accrue from and after the date of redemption so designated, and all rights with respect to such Second Convertible Preference Stock so called for redemption shall forthwith after such redemption date cease and determine, except only the right of the holder to receive the redemption price therefor, but without interest, or if after notice of redemption of any of such Second Convertible Preference Stock shall have been duly given and published as hereinabove provided, and if on or before the redemption date designated in such notice the Corporation shall deposit in trust with any bank or trust company in said Borough of Manhattan or said City of Chicago or said

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City of San Francisco having a capital and undivided surplus aggregating at least Five Million Dollars ($5,000,000), named in such notice to be applied to the redemption of the Second Convertible Preference Stock so called for redemption, funds sufficient to redeem such Second Convertible Preference Stock upon the date specified in the notice of redemption, then from and after the date of such deposit all rights of holders of the Second Convertible Preference Stock so called for redemption, as shareholders of the Corporation, shall cease and determine, except the right to receive the moneys so deposited, but without interest, and the right to convert such shares of Second Convertible Preference Stock into Common Stock of the Corporation within the period fixed for the exercise of such right of conversion. Any funds so deposited which shall not be required for such redemption because of the exercise of such right of conversion subsequent to the date of such deposit shall be returned to the Corporation forthwith. Any interest accrued on such funds shall be paid to the Corporation from time to time. Any funds so set aside or deposited, as the case may be, and unclaimed at the end of six (6) years from such redemption date shall be released and/or repaid to the Corporation, and such holders of such Second Convertible Preference Stock so called for redemption as shall not have received the redemption price prior to such release and/or repayment to the Corporation shall be deemed to be unsecured creditors of the Corporation for the redemption price and shall look only to the Corporation for payment thereof.

The term "dividend accrued", whenever used herein with reference to shares of the Second Convertible Preference Stock, shall be deemed to mean an amount computed at the annual dividend rate from the date or dates on which dividends on such shares became cumulative to the date to which dividends are stated to be accrued, less the aggregate of the dividends theretofore and on such date paid thereon.

Shares of Second Convertible Preference Stock redeemed pursuant to the provisions hereof shall not be reissued or otherwise disposed of, and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized Second Convertible Preference Stock accordingly.

(3)(a) In no event, so long as any shares of the Second Convertible Preference Stock shall be outstanding, shall any dividend (other than a dividend payable in shares of stock of the Corporation of a class not ranking prior to or on a parity with the Second Convertible Preference Stock) be paid or declared, nor any distribution be made, on any stock of the Corporation not ranking prior to or on a parity with the Second Convertible Preference Stock nor shall any shares of such subordinate stock be purchased, redeemed, or otherwise acquired by the Corporation for a consideration, nor shall any moneys be paid to or set aside or made available for a purchase fund or sinking fund for the purchase or redemption of any such subordinate stock, unless

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(i) all dividends on the Second Convertible Preference Stock and any stock ranking prior to or on a parity with the Second Convertible Preference Stock for all past quarterly dividend periods shall have been paid and the full dividends for the then current quarterly dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart; and

(ii) the Corporation shall have set aside all amounts theretofore required to be set aside as and for all purchase funds or sinking funds, if any, for any stock ranking prior to or on a parity with the Second Convertible Preference Stock for the then current year, and all defaults, if any, in complying with any such purchase fund or sinking fund requirements in respect of previous years shall have been made good.

(b) In no event, so long as any shares of the Second Convertible Preference Stock shall be outstanding, shall any shares of the Second Convertible Preference Stock or any stock ranking on a parity with the Second Convertible Preference Stock be purchased, redeemed, or otherwise acquired by the Corporation for a consideration, nor shall any moneys be paid to or set aside or made available for a purchase fund or sinking fund for the purchase or redemption of shares of the Second Convertible Preference Stock or any stock ranking on a parity with the Second Convertible Preference Stock, unless all dividends on the Second Convertible Preference Stock and any stock ranking prior to or on a parity with the Second Convertible Preference Stock for all past quarterly dividend periods shall have been paid and the full dividends for the then current quarterly dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart.

Subject to the provisions of this paragraph (3), and not otherwise, such dividends and distributions as may be determined by the Board of Directors may from time to time be declared and paid or made upon the shares of the stock of the Corporation subordinate to the Second Convertible Preference Stock, out of funds legally available therefor, and the Second Convertible Preference Stock shall not be entitled to participate in any such dividend or distribution so declared and paid or made upon any such subordinated stock.

(4) Except as otherwise herein or by statute specifically provided, holders of the Second Convertible Preference Stock, holders of the Preference Stock having voting rights, and holders of the Common Stock shall each have the right to one (1) vote for each share held by them, for the election of directors and for other purposes, provided that, if and whenever six (6) quarterly dividends on the Second Convertible Preference Stock, whether or not consecutive, shall be unpaid, then the number of directors of the Corporation shall be increased by two (2) and the Second Convertible Preference Stock, voting separately as a class, shall be entitled to elect the two (2) additional members of the Board of Directors, at any annual meeting of shareholders or at any special meeting of shareholders called as herein provided (such right

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to elect two (2) members of the Board of Directors being hereinafter referred to as the "Special Voting Right"), and the Special Voting Right shall so continue to vest in the Second Convertible Preference Stock until all arrears in payment of quarterly dividends thereon shall have been paid and the dividends thereon for the current quarter shall have been declared and funds for the payment thereof set aside, and upon the happening of such event the Second Convertible Preference Stock shall be divested of the Special Voting Right, but subject always to the same provisions for the vesting of the Special Voting Right in the Second Convertible Preference Stock in the case of any future such default or defaults.

At any time when the Special Voting Right shall be so vested in the Second Convertible Preference Stock, the proper officers of the Corporation shall, upon the written request of the holders of record of at least fifteen percent (15%) in amount of the Second Convertible Preference Stock then outstanding, addressed to the Secretary of the Corporation, call a special meeting of the holders of the Second Convertible Preference Stock for the purpose of electing such two (2) additional directors. Such meeting shall be held at the earliest practicable date thereafter. If, within twenty (20) days after personal service of the above request upon the Secretary of the Corporation, or within thirty (30) days after mailing of the same within the United States of America by registered mail addressed to the Secretary of the Corporation at its principal office (such mailing to be evidenced by the registry receipt issued by the postal authorities), such meeting shall not be called by the proper officers of the Corporation to be held within thirty (30) days thereafter, then the holders of record of at least fifteen percent (15%) in amount of the Second Convertible Preference Stock then outstanding may designate in writing one of their number to call such meeting, and such meeting may be called by such person so designated, shall be held at the place for the holding of annual meetings of the shareholders of the Corporation and at least ten (10) days' written notice thereof shall be given to the Corporation. Any holder of the Second Convertible Preference Stock so designated shall have access to the stock books of the Corporation for the purpose of causing such meeting to be called pursuant to these provisions.

At any annual meeting at which the Second Convertible Preference Stock shall be entitled to elect directors pursuant to the Special Voting Right or at any special meeting called as above provided, the holders of forty percent (40%) in interest of the then outstanding shares of the Second Convertible Preference Stock shall be sufficient to constitute a quorum for such purpose, whether present in person or by proxy, and except as otherwise provided by statute the vote of the holders of the Second Convertible Preference Stock so present at any such meeting at which there shall be such quorum shall be sufficient to elect the two (2) additional members of the Board of Directors. The persons so elected as directors, together with the directors otherwise elected by the shareholders of the Corporation, shall constitute the Board of Directors of the Corporation. Whenever the Second Convertible Preference Stock shall be

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divested of the Special Voting Right as hereinabove provided, the additional directors so elected by the Second Convertible Preference Stock shall thereupon cease to be directors of the Corporation, either *de facto* or *de jure*.

(5) So long as any shares of the Second Convertible Preference Stock are outstanding, and unless the vote or consent of a greater number of shares of such class shall then be required by law, the consent of the holders of at least two-thirds (⅔) of the Second Convertible Preference Stock at the time outstanding, given in person or by proxy, either in writing or at a special meeting called for that purpose, at which the holders of the Second Convertible Preference Stock shall vote separately as a class, shall be necessary for effecting or validating either or both of the following:

(a) The authorization or creation by the Corporation of any class of stock ranking prior to the Second Convertible Preference Stock, or any increase in the authorized amount of any class of stock ranking prior to the Second Convertible Preference Stock or the authorization or creation of any class of stock or obligation convertible into or evidencing the right to purchase any stock of any class ranking prior to the Second Convertible Preference Stock; or

(b) Any amendment, alteration, or repeal of any of the provisions of the Articles of Incorporation of the Corporation, as amended, which would adversely affect the rights or preferences of the Second Convertible Preference Stock or of the holders thereof.

(6) So long as any shares of the Second Convertible Preference Stock are outstanding, and unless the vote or consent of a greater number of shares of such class shall then be required by law, the consent of the holders of at least a majority of the Second Convertible Preference Stock at the time outstanding, given in person or by proxy, either in writing or at a special meeting called for that purpose, at which the holders of the Second Convertible Preference Stock shall vote separately as a class, shall be necessary for effecting or validating any increase in the authorized amount of the Second Convertible Preference Stock, or the authorization, creation, or increase of the authorized amount of any stock ranking on a parity with the Second Convertible Preference Stock or of any class of stock or obligation convertible into or evidencing the right to purchase any Second Convertible Preference Stock or any stock of any class ranking on a parity with the Second Convertible Preference Stock.

(7) In the event of any voluntary liquidation, dissolution, or winding up of the affairs of the Corporation, after payment to the holders of any stock which may rank prior to the Second Convertible Preference Stock of the full amounts to which they are respectively entitled, the holders of the Second Convertible Preference Stock shall be entitled to be paid the then applicable redemption price per share, and in the event of any involuntary liquidation, dissolution, or winding up of the affairs of the Corporation, after payment to the holders of any stock

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which may rank prior to the Second Convertible Preference Stock of the full amounts to which they are respectively entitled, the holders of the Second Convertible Preference Stock shall be entitled to be paid One Hundred Dollars ($100) per share, together in each case with dividends accrued thereon, and no more, before any distribution or payment shall be made to the holders of stock of any class not ranking prior to or on a parity with the Second Convertible Preference Stock, and after payment to the holders of the Second Convertible Preference Stock and to the holders of any stock ranking prior to or on a parity with the Second Convertible Preference Stock of the amounts to which they are respectively entitled, the balance, if any, shall be paid to the holders of stock subordinate to the Second Convertible Preference Stock according to their respective rights. In case the net assets of the Corporation are insufficient to pay to holders of all outstanding shares of the Second Convertible Preference Stock and to holders of any stock ranking on a parity with the Second Convertible Preference Stock the full amount to which they are respectively entitled, the entire net assets of the Corporation remaining after providing for any stock which may rank prior to the Second Convertible Preference Stock shall be distributed ratably to the holders of all outstanding shares of the Second Convertible Preference Stock and to holders of any stock ranking on a parity with the Second Convertible Preference Stock in proportion to the full amounts to which they respectively are entitled. The consolidation or merger of the Corporation into or with any other corporation or corporations pursuant to the statutes of the State of Arizona providing for consolidation or merger shall not be deemed a liquidation, dissolution or winding up of the affairs of the Corporation within the meaning of any of the provisions of this paragraph (7).

(8) Any share or shares of Second Convertible Preference Stock may be converted, at the option of the holder thereof, in the manner hereinafter provided, into fully paid and non-assessable shares of Common Stock of the Corporation; provided, however, that as to any share of Second Convertible Preference Stock which shall have been called for redemption, the right of conversion shall terminate at the close of business on the second full business day prior to the date fixed for redemption and that, on the commencement of any liquidation (within the meaning of paragraph (7) of this Part II) of the Corporation or the adoption by the shareholders of the Corporation of any resolution authorizing the commencement thereof, the right of conversion shall terminate.

(a) Shares of Second Convertible Preference Stock may be converted into full shares of Common Stock at the rate of one share of Common Stock for each $32.6558 par value of shares of Second Convertible Preference Stock converted. Said amount of par value of shares of Second Convertible Preference Stock shall be subject to adjustment as hereinafter provided, and as in effect and as so adjusted from time to time is hereinafter called the "conversion price".

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(i) If and whenever there shall occur an issuance of any shares of Common Stock (other than shares of Common Stock issued upon conversion of Second Convertible Preference Stock), or of any Convertible Securities or Stock Options as referred to in the clause (ii) next following, or any determination or change of conversion or option privileges as referred to in the clause (iii) next following, or any combination of shares of Common Stock as referred to in the clause (iv) next following, or any other event, which under the following provisions would result in adjustment of the conversion price then in effect, then successively upon each such event the conversion price shall be adjusted in accordance with the following formula and the provisions of subparagraph (b) of this paragraph (8):

An amount equal to (A) the number of shares of Common Stock outstanding immediately prior to any such event multiplied by the conversion price in effect immediately prior to any such event plus (B) the aggregate consideration, if any, received by the Corporation in connection with such event shall be divided by the number of shares of Common Stock outstanding immediately after any such event. The resulting quotient shall thereafter be the conversion price until further adjusted as herein provided except that the conversion price shall not be increased in the case of any such event other than the events referred to in the clause (iii) and the first sentence of the clause (iv) next following.

(ii) In case there shall occur an issuance of any securities convertible into Common Stock (hereinafter sometimes called "Convertible Securities"), other than shares of Second Convertible Preference Stock, or any options, warrants or rights to purchase, subscribe for or otherwise acquire from the Corporation shares of Common Stock or Convertible Securities (hereinafter sometimes called "Stock Options"), then for the purpose of such computation the issuance of such securities shall be deemed to be the issuance of all shares of Common Stock issuable upon conversion of such Convertible Securities (other than Second Convertible Preference Stock), or upon exercise of such Stock Options, and in case at the time of such computation there shall be issued or outstanding any Convertible Securities (other than shares of Second Convertible Preference Stock) or any Stock Options, with conversion or option privileges unexpired and unexercised, then for the purpose of such computation there shall also be deemed to have been issued and to be outstanding all shares of Common Stock issuable upon conversion of such Convertible Securities (other than the Second Convertible Preference Stock) or upon exercise of such Stock Options.

(iii) In case at any time any of the conversion or option privileges of any Convertible Securities or Stock Options referred to in the foregoing clause (ii) shall terminate, whether by their terms or by reason of redemption or other retirement of such Con-

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vertible Securities or Stock Options, or otherwise, or shall otherwise change, the current conversion price shall be readjusted to such conversion price as would have obtained had the adjustment made upon the issuance of such Convertible Securities or Stock Options been made upon the basis of the issuance of only the number of shares of Common Stock actually issued on conversion of such Convertible Securities or upon exercise of such Stock Options.

(iv) In case at any time shares of Common Stock outstanding shall be combined into a lesser number of shares, whether by reclassification, recapitalization, reduction of capital stock, or otherwise, then the conversion price shall be proportionately increased. In case at any time any shares of Common Stock shall be issued upon subdivision, by reclassification, recapitalization, or otherwise of outstanding shares of Common Stock, the conversion price shall be adjusted in accordance with the provisions of clause (i) above.

(v) Anything in this paragraph (8) to the contrary notwithstanding, the Corporation shall not be required to give effect to any adjustment in the conversion price unless and until the net effect of one or more adjustments determined as provided in this paragraph (8) shall have resulted in a change of the conversion price by at least twenty-five cents (25¢), but when the cumulative net effect of one or more than one adjustment so determined shall be to change the conversion price by at least twenty-five cents (25¢), such change in the conversion price shall thereupon be given effect.

(vi) In case of any reclassification or change of outstanding shares of Common Stock into shares of stock and/or other securities and/or other property or in case of any consolidation or merger of the Corporation with or into another corporation, or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation, the holder of each share of Second Convertible Preference Stock then outstanding shall have the right thereafter, so long as his conversion right hereunder shall exist, to convert such share into the kind and amount of shares of stock and/or other securities and/or other property receivable upon such reclassification, change, consolidation, merger, sale, or conveyance, by a holder of the number of shares of Common Stock (whether whole or fractional) of the corporation into which such share of Second Convertible Preference Stock might have been converted immediately prior to such reclassification, change, consolidation, merger, sale, or conveyance, and shall have no other conversion rights under these provisions; provided, that effective provision shall be made, in the Articles of Incorporation of the resulting or surviving corporation or otherwise, so that the provisions set forth herein for the protection of the conversion rights of the Second Convertible Preference Stock shall thereafter be

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applicable, as nearly as reasonably may be, to any such other shares of stock and/or other securities and/or other property deliverable upon conversion of the Second Convertible Preference Stock remaining outstanding or other convertible preferred stock received by the holders in place thereof; and provided, further, that any such resulting or surviving corporation shall expressly assume the obligation to deliver, upon the exercise of the conversion privilege, such shares, securities, or property as the holders of the Second Convertible Preference Stock remaining outstanding, or other convertible preferred stock received by the holders in place thereof, shall be entitled to receive pursuant to the provisions hereof, and to make provision for the protection of the conversion rights as above provided. In case stock, securities, or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all reference in this paragraph (8) shall be deemed to apply, so far as appropriate and as nearly as may be, to such other stock, securities or property.

(vii) If in any case a state of facts occurs wherein in the opinion of the Board of Directors the other provisions of this paragraph (8) are not strictly applicable or if strictly applicable would not fairly protect the conversion rights of the Second Convertible Preference Stock in accordance with the essential intent and principles of such provisions, then the Board of Directors shall make an adjustment in the application of such provisions, in accordance with such essential intent and principles, so as to protect such conversion rights as aforesaid, all as the Board of Directors in its discretion shall determine.

(b) For the purpose of each computation to be made as provided in the foregoing subparagraph (a), the following provisions shall be applicable:

(i) In case of a consideration consisting in whole or in part of cash, the cash consideration shall be deemed to be the amount of cash constituting or included in such consideration.

(ii) In case of a consideration in whole or in part other than cash, the amount of the consideration other than cash shall be deemed to be the value of such consideration as determined by the Board of Directors of the Corporation irrespective of the accounting treatment thereof.

(iii) Any shares of Common Stock or Convertible Securities or Stock Options issued as a dividend on the Common Stock shall be deemed to have been issued for no consideration.

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(iv) In case of the issue of shares of Common Stock or Convertible Securities or Stock Options in payment or satisfaction of any dividend on any class of stock of the Corporation ranking prior to the Common Stock as to dividends, the amount of the consideration received by the Corporation therefor shall be deemed to be the amount of the obligation in respect of dividends that shall be discharged by the issuance thereof.

(v) In case the shares of Common Stock at any time outstanding shall be subdivided, by reclassification, recapitalization, or otherwise, into a greater number of shares without the actual receipt by the Corporation of any consideration therefor, the number of shares as so subdivided in excess of the number of shares of Common Stock outstanding prior to the subdivision thereof shall be deemed to be additional shares of Common Stock issued for no consideration.

(vi) For the purposes of clause (ii) of subparagraph (a) hereof, in case of the issue of Convertible Securities (other than the Second Convertible Preference Stock) or Stock Options, the amount of the consideration received by the Corporation for such Convertible Securities or Stock Options shall be deemed to be the consideration, if any, originally received by the Corporation on the issue of such Convertible Securities or Stock Options, plus the consideration, if any, which would be receivable by it upon such Convertible Securities or Stock Options first become convertible or exercisable.

(vii) For the purposes of clause (iii) of subparagraph (a) hereof, in case of the issue of shares of Common Stock upon the conversion of any Convertible Securities (other than the Second Convertible Preference Stock) or upon the exercise of any Stock Options, the amount of the consideration received by the Corporation for such shares of Common Stock shall be deemed to be the consideration, if any, originally received by the Corporation upon the issue of such Convertible Securities or Stock Options, plus the consideration, if any, received by the Corporation upon their conversion or exercise.

(viii) The consideration received or deemed to be received by the Corporation for any Common Stock, Convertible Securities, or Stock Options issued by it shall be the amount of the consideration paid therefor by the first purchasers thereof not acting as underwriters or dealers in connection with such issue, without deduction of any expenses, commissions, or underwriting discounts.

(ix) The shares of Common Stock, Convertible Securities, or Stock Options at any time outstanding shall include any then owned or held by or for the account of the Corporation but not retired or cancelled. Any sale by the Corporation of Common

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Stock, Convertible Securities, or Stock Options previously issued and acquired by the Corporation shall not be deemed a new issue thereof and such sale, including any consideration received therein by the Corporation, shall be disregarded in the computation.

(x) In case there shall be outstanding unexpired scrip for fractions of shares of Common Stock, the fractional shares represented by such scrip shall be deemed to be outstanding.

(xi) Any shares of Common Stock issued as a dividend on, or issued upon subdivision, by reclassification, recapitalization, or otherwise, of outstanding shares of Common Stock shall be deemed to be issued as of the close of business on the record date for such dividend or subdivision, and the full number of shares of Common Stock issuable in connection with such dividend or subdivision shall be deemed to have been issued without regard to the fact that cash may be paid in lieu of fractional shares of Common Stock otherwise issuable in connection with such dividend or subdivision.

(c) Any conversion price determined or adjusted as herein provided shall remain in effect until further adjustment as required herein. Upon each adjustment of the conversion price, a written instrument signed by an officer of the Corporation setting forth such adjustment and the computation and a summary of the facts upon which it is based and the resolutions, if any, of the Board of Directors passed in connection therewith shall forthwith be filed with the Transfer Agent or Agents for the Second Convertible Preference Stock and made available for inspection by the shareholders, and any adjustment so evidenced, made in good faith, shall be binding upon all shareholders and upon the Corporation. Upon conversion, fractional shares shall not be issued but any fractions shall be adjusted in cash on the basis of the market price for shares of Common Stock at the close of business on the date of conversion unless the Board of Directors shall determine to adjust them by the issue of fractional scrip certificates or in some other manner. Upon any conversion, no adjustment shall be made for dividends on the Second Convertible Preference Stock surrendered for conversion or on the Common Stock delivered. The Corporation shall pay all issue taxes, if any, incurred in respect of the issue of the Common Stock on conversion, provided, however, that the Corporation shall not be required to pay any transfer or other taxes incurred by reason of the issuance of such Common Stock in names other than those in which the Second Convertible Preference Stock surrendered for conversion may stand.

(d) Any conversion of Second Convertible Preference Stock into shares of Common Stock shall be made by the surrender to the Corporation, at the office of any Transfer Agent for the Second Convertible Preference Stock, of the certificate or certificates repre-

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senting the share or shares of Second Convertible Preference Stock to be converted, duly endorsed or assigned (unless such endorsement or assignment be waived by the Corporation), together with a written request for conversion.

(e) All shares of Second Convertible Preference Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall forthwith cease and determine except only the right of the holders thereof to receive Common Stock in exchange therefor. Any shares of Second Convertible Preference Stock so converted shall be permanently retired, shall no longer be deemed outstanding and shall not under any circumstances be reissued and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized Second Convertible Preference Stock accordingly.

(f) A number of shares of the authorized Common Stock sufficient to provide for the conversion of the Second Convertible Preference Stock outstanding upon the basis hereinbefore provided shall at all times be reserved for such conversion, subject to the provisions of clause (vi) subparagraph (a) of this paragraph (6). If the Corporation shall propose to issue any securities or to make any change in its capital structure which would change the number of shares of Common Stock into which each share of the Second Convertible Preference Stock shall be convertible as herein provided, the Corporation shall at the same time also make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved for conversion of the outstanding Second Convertible Preference Stock on the new basis.

(g) The term "Common Stock" as used in this paragraph (6) shall mean shares of the class designated as Common Stock, par value $1.50 per share, of the Corporation or shares of any class or classes resulting from any reclassification or reclassifications thereof, the right of which to share in distributions of both earnings and assets is without limitation in the Articles of Incorporation (or other similar document) of the Corporation as to any fixed amount or percentage and which are not subject to redemption; provided, that if at any time there shall be more than one such resulting class, the shares of each such class then issuable on conversion of the Second Convertible Preference Stock shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

(9) In case the Corporation shall propose at any time:

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(a) to pay any dividend on the shares of Common Stock outstanding payable in shares of Common Stock or to make any other distribution, other than cash dividends, to the holders of the shares of Common Stock outstanding; or

(b) to offer for subscription to the holders of the shares of Common Stock outstanding any additional shares of any class or any other rights or options; or

(c) to effect any reclassification or recapitalization of the shares of Common Stock outstanding involving a change in the Common Stock, other than a subdivision or combination of the shares of Common Stock outstanding; or

(d) to merge or consolidate with or into any other corporation, or to sell, lease, or convey all or substantially all its property or business, or to dissolve, liquidate, or wind up;

then, in each such case, the Corporation shall file with the Transfer Agent or Agents for the Second Convertible Preference Stock and shall mail to the holders of record of such shares at their last known post office addresses as shown by the Corporation's records a statement, signed by an officer of the Corporation, with respect to the proposed action, such statement to be so filed and mailed at least twenty (20) days prior to the date of the taking of such action or the record date for holders of the shares of Common Stock for the purposes thereof, whichever is earlier. If such statement relates to any proposed action referred to in subparagraph (c) or (d) of this paragraph (9), it shall set forth such facts with respect thereto as shall reasonably be necessary to inform the Transfer Agent or Agents for the Second Convertible Preference Stock and the holders of such shares as to the effect of such action upon the conversion rights of such holders.

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PART III

Concerning All Classes of Stock

(1) In the event of liquidation or dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, after the payment in full of all sums required to be paid to holders of stock ranking prior to the Common Stock, then the holders of the Common Stock shall be entitled to receive, share and share alike, the remaining assets of the Corporation.

(2) Except as herein otherwise expressly provided or as otherwise required by the laws of Arizona, the Corporation may from time to time purchase any of its stock outstanding, at such price as may be fixed by its Board of Directors or Executive Committee and accepted by the holders of the stock purchased, and may resell any stock so purchased, at such price as may be fixed by its said Board of Directors or Executive Committee, but in case the stock so

purchased is subject to redemption the price paid therefor shall not exceed the price at which it is redeemable.

(3) The whole or any part of the Preference Stock and the Common Stock of the Corporation may be issued by the Board of Directors from time to time without any action by the shareholders, for such consideration (but not less than the par value thereof in the case of the Common Stock) as may be fixed from time to time by the Board of Directors, and shares so issued, for which the full consideration so fixed shall have been paid or delivered, shall be deemed to be fully paid stock and not liable to any further call or assessment thereon, and the holders thereof shall not be liable for any further payments thereon.

FIFTH: The names and addresses of each of the incorporators are as follows:

Charles R. Hoover	111 West Monroe Phoenix, Arizona 85003
I. Douglas Dunipace	111 West Monroe Phoenix, Arizona 85003

SIXTH: The number of directors constituting the initial Board of Directors is three. The names and addresses of those persons who are to serve as such directors until the first annual meeting of the shareholders or until their successors have been elected and qualified are:

Louis R. Miller	Greyhound Tower Phoenix, Arizona 85077
Frederick G. Emerson	Greyhound Tower Phoenix, Arizona 85077
L. Gene Lemon	Greyhound Tower Phoenix, Arizona 85077

SEVENTH: The number of Directors of the Corporation shall be fixed and may be altered from time to time as may be provided in the Bylaws. In case of any increase in the number of directors the additional directors may be elected by the Board of Directors to hold office until the next annual meeting of the shareholders and until their successors are elected and qualified. In case of vacancies in the Board of Directors the latter may elect directors to fill such vacancies. Subject to the provisions of the laws of Arizona, any director may be removed from office by the vote of the holders of two-thirds (⅔) in amount of the stock then having voting rights, at any annual or special meeting of the shareholders, for any cause deemed by them to be sufficient. Directors need not be elected by ballot unless election by ballot is demanded by a shareholder, or a proxy for a shareholder entitled and duly authorized to vote at, and present at the time of, such election.

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EIGHTH: The existence of the Corporation is to be perpetual.

NINTH: The private property of the shareholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatever.

TENTH: No holder of stock of the Corporation of any class shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Corporation whether now or hereafter authorized, nor to any obligations convertible into stock of the Corporation, issued or sold, nor any stock purchase warrant, nor any right of subscription to any thereof, other than such, if any, as the Board of Directors in its discretion may from time to time determine, and at such price as the Board of Directors may from time to time fix, pursuant to the authority conferred by these Articles; and any shares of stock or convertible obligations which the Board of Directors may determine to offer for subscription to the holders of stock may, as said Board shall determine, be offered exclusively either to holders of preferred stock of any or all classes, or to holders of Common Stock, or partly to the holders of any or all preferred stock and partly to the holders of Common Stock, and in such case in such proportions as between said classes of stock as the Board of Directors in its discretion may determine.

ELEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To fix, determine and vary from time to time the amount to be maintained as surplus and the amount or amounts to be set apart as working capital.

(b) To make, amend, alter, change, add to or repeal Bylaws for the Corporation, without any action on the part of the shareholders. The Bylaws made by the Directors may be amended, altered, changed, added to or repealed by the shareholders.

(c) By resolution adopted by a majority of the full Board, to designate three or more directors to constitute an Executive Committee, which committee shall have and may exercise (except when the Board of Directors shall be in session) such powers and rights of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in the Bylaws or in said resolution, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

(d) To authorize and cause to be executed mortgages and liens, without limit as to amount, upon the real and personal property of the Corporation.

(e) From time to time to determine whether and to what extent, at what time and place, and under what conditions and regulations the accounts and books of the Corpora-

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tion, or any of them, shall be open to the inspection of any shareholder; and no shareholder shall have any right to inspect any account or book or document of the Corporation except as conferred by statute or by Bylaws or as authorized by a resolution of the shareholders or Board of Directors.

(f) All of the powers of the Corporation, insofar as the same lawfully may be vested by these Articles in the Board of Directors, are hereby conferred upon the Board of Directors of the Corporation.

TWELFTH: The Bylaws may provide, by a vote of the holders of a majority of the shares of stock of the Corporation then having voting rights, that certain acts or things therein specified shall not be done by the Corporation, during the period therein fixed, without the consent of designated shares, or a specified percentage of shares, of stock of the Corporation, then issued or about to be issued; and in such case, such specified acts or things shall not, and may not, be performed or carried out by the Corporation, or its Board of Directors, or Executive Committee, without the consent of the holders of the shares so designated or specified; but nothing herein shall, or is intended to, authorize or empower any change or impairment in any way of any of the rights by these Articles conferred upon holders of shares of stock of the Corporation having preferential rights.

THIRTEENTH: The Corporation may in its Bylaws make any other provisions or requirements for the management or conduct of the business of the Corporation, provided the same be not inconsistent with the provisions of these Articles or contrary to the laws of the State of Arizona or of the United States of America.

FOURTEENTH: The Corporation reserves the right to amend, alter, change, add to or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on officers, directors and shareholders herein are granted subject to this reservation; provided, however, that whenever by the law of Arizona the written consent or affirmative vote is required of the holders of a designated proportion of any class or classes of the stock of the Corporation to any specified act or thing, then and in that event any amendment, alteration, change, addition to or repeal of any such provision shall require the written consent or affirmative vote of the holders of said designated proportion of the stock of the Corporation.

FIFTEENTH: Every person (and the heirs, executors and administrators of such person) who is or was a director, officer or employee of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise, which he served as such at the request of the Corporation and of which the Corporation directly or indirectly is a shareholder, partner,

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joint owner, beneficiary or creditor, or in which, or in the stocks, bonds, securities or other obligations of which, it is in any way interested, provided, however, that no person shall be deemed to have served a subsidiary at the request of the Corporation merely by virtue of his employment relationship with the subsidiary, may in accordance with the second paragraph of this Article Fifteenth be indemnified by the Corporation against any and all liability and reasonable expense that may be incurred by him in connection with or resulting from any claim, action, suit or proceeding (whether brought by or in the right of the Corporation or such other corporation or enterprise or otherwise), civil or criminal, or in connection with an appeal relating thereto, in which he may become involved, as a party or otherwise, by reason of his being or having been a director, officer, or employee of the Corporation or such other corporation or enterprise, or by reason of any action taken or not taken in his capacity as such director, officer or employee, whether or not he continues to be such at the time such liability or expense shall have been incurred, provided such person acted, in good faith, in what he reasonably believed to be the best interests of the Corporation or such other corporation or enterprise, as the case may be, and, in addition, in any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. As used in this Article Fifteenth, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in reasonable settlement by, a director, officer or employee. The termination of any claim, action, suit or proceeding, civil or criminal, by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a director, officer or employee did not meet the standards of conduct set forth in this paragraph.

Every person (and the heirs, executors and administrators of such person) referred to in the first paragraph of this Article Fifteenth who has been wholly successful, on the merits or otherwise, with respect to any claim, action, suit or proceeding of the character described in said first paragraph shall be entitled to indemnification as of right. Except as provided in the preceding sentence, any indemnification under such paragraph shall be made at the discretion of the Corporation, but only if (i) the Board of Directors or the Executive Committee, acting by a quorum consisting of directors who are not parties to (or who have been wholly successful with respect to) such claim, action, suit or proceeding, shall find that the director, officer or employee has met the standards of conduct set forth in such paragraph, or (ii) independent legal counsel (who may be the regular counsel of the Corporation) shall deliver to the Corporation their written advice that, in their opinion, such director, officer or employee has met such standards.

Expenses incurred with respect to any claim, action, suit or proceeding of the character described in the first paragraph of this Article Fifteenth may be advanced by the Corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the

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recipient to repay such amount unless it shall ultimately be determined that he is entitled to indemnification under this Article Fifteenth.

Insurance on behalf of any person referred to in the first paragraph of this Article Fifteenth may be maintained by the Corporation against any liability asserted against him and incurred by him by reason of his serving or having served in a capacity referred to in the first paragraph of this Article Fifteenth, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article Fifteenth.

Reference in this Article Fifteenth to the "Corporation" shall include each constituent corporation absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer or employee of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article Fifteenth with respect to the resulting or surviving corporation as he would stand if he had served the resulting or surviving corporation in the same capacity as he held with such constituent corporation prior to such consolidation or merger.

The rights of indemnification provided in this Article Fifteenth shall be in addition to any rights to which any such director, officer or employee or other person may otherwise be entitled by contract or as a matter of law.

IN WITNESS WHEREOF, we hereto affix our signatures this 21st day of October, 1977.

CHARLES R. HOOVER

I. DOUGLAS DUNIPACE

Subscribed and Sworn before me this 21st day of October, 1977.

DIANE SOUKUP
Notary Public

My Commission Expires: March 9, 1980

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State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of

Certificate of Dissolution

filed in this office on February 14, 1972.

26553834

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

BY: _____

DATE: March 14, 1983

Form 130

CERTIFICATE OF DISSOLUTION

OF

PFAELZER BROTHERS, INC.

PFAELZER BROTHERS, INC., a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting thereof duly called and held, adopted a resolution proposing, setting forth and declaring advisable a plan for the complete liquidation and dissolution of said corporation and directing that the unanimous consent of the corporation's sole stockholder be obtained for the proposed dissolution.

SECOND: That the said proposition for the dissolution of said corporation has been consented to by the holder of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Section 228 of The General Corporation Law of Delaware, and filed with the said corporation.

THIRD: That the dissolution of the said corporation has been authorized in accordance with Section 275 of The General Corporation Law of the State of Delaware.

FOURTH: That the names and residences of the directors and officers of said corporation are set forth in the following table, to wit:

Name	Position	Residence Address
Jess Hicks	Director, Chairman, and President	5735 N. 54th Street Scottsdale, Arizona 85253

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Name	Position	Residence Address
Vernon D. Washburn	Director and Executive Vice President	55085 Nantucket Drive Westmont, Illinois 60559
Charles E. Herscheway	Director and Vice President	5033 Oak Center Oak Lawn, Illinois 60453
Jack H. Cohen	Director	3002 W. Mayo Drive Phoenix, Arizona 85014
Clifton B. Cox	Director	3502 E. Lincoln Drive, Apt. 40 Phoenix, Arizona 85018
L. J. Kennedy	Director	6901 Cheney Road Scottsdale, Arizona 85253
J. G. Speer	Vice President and Treasurer	5801 N. 44th Place Phoenix, Arizona 85018
L. R. Miller	Secretary	7541 N. Shadow Mountain Road Paradise Valley, Arizona 85253
J. T. Kelly	Assistant Treasurer	4211 N. 62nd Street Scottsdale, Arizona 85251
C. H. Behn	Assistant Secretary	6144 E. Calle Del Norte Scottsdale, Arizona 85251
W. R. Emery	Assistant Secretary	5100 Central Avenue Western Springs, Illinois 60558
R. J. Wehling	Assistant Secretary	307 E. Lamar Road Phoenix, Arizona 85012
H. T. Yelton	Assistant Secretary	18960 Loretta Lane Country Club Hills, Ill. 60477

IN WITNESS WHEREOF, said PFAELZER BROTHERS, INC. has caused its corporate seal to be hereunto affixed and this Certificate to be signed by J. G. Speer, its Vice President and Treasurer, and L. R. Miller, its Secretary, this 27th day of December, 1971.

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PFAELZER BROTHERS, INC.

By _____
Vice President and Treasurer

By _____
Assistant Secretary

(CORPORATE SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on this 27th day of December, 1971, personally came before me, a Notary Public in and for said State and County, J. G. SPEER and R. J. WEHRING, Vice President and Treasurer, and Assistant Secretary, respectively, of PFAEIZER BROTHERS, INC., the corporation described in the foregoing Certificate, known to me personally to be such Officers, and they duly acknowledged said Certificate to be the act and deed of said corporation, and that the facts stated therein are true.

IN WITNESS WHEREOF, I have hereto set my hand and official seal the day and year aforesaid.

J. Gerald Clifton
Notary Public

My commission expires

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