



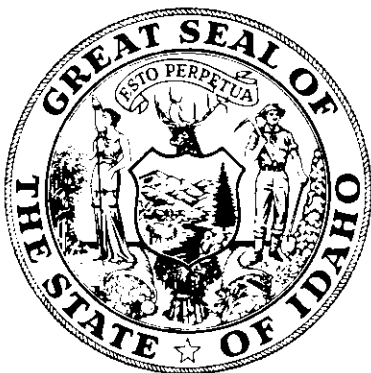
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of _____
BRADSHAW FAMILY ENTERPRISES, INC.

into C-B OIL CO.,
duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of
Merger, and attach hereto a duplicate original of the Articles of
Merger.

Dated November 30th, 19 81.



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

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ARTICLES OF MERGER OF BRADSHAW FAMILY
ENTERPRISES, INC., and C-B OIL CO. 4 26

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The attached Plan and Agreement of Merger (the "plan") was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act. That Plan and Agreement of Merger is incorporated by reference.

2. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such plan are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
Bradshaw Family Enterprises, Inc.	3,000 shares of a single class.
C-B Oil Co.	416 2/3rds shares of a single class.

3. As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>
Bradshaw Family Enterprises, Inc.	3,000 shares voted for the plan, no shares voted against the plan, and no shares are entitled to vote as a class.
C-B Oil Co.	416 2/3rds shares voted for the plan, no shares voted against the plan, and no shares are entitled to vote as a class.

DATED This 30th day of November, 1981.

BRADSHAW FAMILY ENTERPRISES, INC.

By William B. Bradshaw
WILLIAM B. BRADSHAW,
Its President

ATTEST:

Betty Green Bradshaw
BETTY GREEN BRADSHAW,
Its Secretary

C-B OIL CO.

By William B. Bradshaw
WILLIAM B. BRADSHAW,
Its President

ATTEST:

Betty Green Bradshaw
BETTY GREEN BRADSHAW,
Its Secretary

VERIFICATION

STATE OF IDAHO)
) ss.:
County of CANYON)

I, JEAN M. REMINGTON, a Notary Public, do hereby certify that on this 30 day of November, 1981, personally appeared before me WILLIAM B. BRADSHAW, who being by me first duly sworn, declared that he is the President of BRADSHAW FAMILY ENTERPRISES, INC., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Jean M. Remington
NOTARY PUBLIC
Residence: NAMPA IDAHO

VERIFICATION

STATE OF IDAHO)
) ss.:
County of CANYON)

I, JEAN M. REMINGTON, a Notary Public, do hereby certify that on this 30 day of November, 1981, personally appeared before me WILLIAM B. BRADSHAW, who being by me first duly sworn, declared that he is the President of C-B OIL CO., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Jean M. Remington
NOTARY PUBLIC
Residence: NAMPA IDAHO

PLAN AND AGREEMENT OF MERGER

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This Plan and Agreement of Merger dated November 30, 1981, between BRADSHAW FAMILY ENTERPRISES, an Idaho corporation, (hereinafter referred to as "Bradshaw", and sometimes referred to as the "Merging Corporation"), and C-B OIL CO., an Idaho corporation, (hereinafter referred to as "C-B", and sometimes referred to as the "Surviving Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

RECITALS:

1. Bradshaw is validly organized, existing and in good standing under the laws of the State of Idaho. C-B is validly organized, existing and in good standing under the laws of the State of Idaho.

2. Bradshaw has an authorized capital of 10,000 shares of common stock, with a par value of \$1.00 each, of which on the date of execution of this Agreement, 3,000 shares have been issued and are outstanding.

3. C-B has an authorized capital of 1,500 shares of common stock, each share having no par value, of which on the date of execution of this Agreement, 416 2/3rds shares have been issued and are outstanding, and all of which are owned by Bradshaw, subject to a pledge agreement.

4. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interest of their respective corporations and stockholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Agreement of merger in connection with the merger.

NOW, THEREFORE, ON THE BASIS OF THOSE RECITALS, THE CONSTITUENT CORPORATIONS AGREE AS FOLLOWS:

1. Agreement of Merger. The Constituent Corporations agree each with the other to merge into a single corporation which shall be C-B, the Surviving Corporation, (whose name shall not be changed and whose Articles of Incorporation shall not be amended in any other respects pursuant to this Agreement) pursuant to the laws of the State of Idaho, and the Constituent Corporations agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation as herein set forth. On the effective date of the merger, the Merging Corporation shall be merged with and into C-B, and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation which shall be referred to as C-B Oil Co., an Idaho corporation, which shall be the Surviving Corporation.

2. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of C-B, which are set forth in Exhibit A to this Agreement, shall not be amended as the result of this merger. The Articles of Incorporation shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the corporation law of the State of Idaho. The Articles of Incorporation may be certified separately from this Agreement as the Articles of Incorporation of the Surviving Corporation.

3. Bylaws of Surviving Corporation. The Bylaws of C-B in effect immediately prior to the effective date of the merger shall continue to be the Bylaws of the Surviving Corporation until altered or repealed in the manner provided by law and such Bylaws.

4. Directors and Officers of Surviving Corporation. The Directors and Officers of C-B immediately prior to the effective date of the merger shall continue to be the Directors and Officers of the Surviving Corporation, to hold office for the terms specified in the Bylaws of the Surviving Corporation and until their respective successors are duly elected and qualified.

5. Manner and Basis of Conversion of Shares. The treatment of the shares of C-B, the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

(a) Each share of the common stock of C-B which is issued and outstanding immediately prior to the effective date of the merger, shall, as the result of this merger, be exchanged for the issued and outstanding shares of Bradshaw as provided in subparagraph (b) of this Paragraph 5.

(b) Each share of the Merging Corporation's common stock which is issued and outstanding immediately prior to the effective date of the merger, shall, by virtue of the merger, be exchanged for and become, without action on the part of the holder of such common stock, five thirty-sixth's (5/36ths) of a share of the issued and outstanding shares of the fully paid and nonassessable shares of the Surviving Corporation's stock. Each outstanding certificate for common stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of shares of common stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above. Provided,

however, that until the holder of such certificates shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of common stock of the Surviving Corporation as of any date subsequent to the effective date of the merger shall be paid to such holder with respect to the common stock of the Surviving Corporation represented by such certificate. However, upon surrender and exchange of such certificate as herein provided, there shall be paid to the record holder of the certificate or certificates of common stock of the Surviving Corporation issued in exchange therefor, an amount with respect to such share(s) of common stock equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of common stock of the Surviving Corporation between the effective date of the merger and the date of such exchange.

(c) As soon as practicable after the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by the Merging Corporation (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Idaho) shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates, subject to the terms of any encumbrance thereof, for the number of shares of common stock of the Surviving Corporation to which such shareholder is entitled.

(d) On the effective date of the merger, any shares of common stock of the Merging Corporation which are then held in its Treasury, and the Treasury of any

subsidiary, or by C-B, shall be canceled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

(e) The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the corporation laws of the State of Idaho with respect to the rights of dissenting shareholders.

(f) There are no outstanding options to purchase shares of the Merging Corporation.

6. Effect of Merger. On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public, as well as a private, nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually in the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by Deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger. Provided, however, that all of the

creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thence forth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the merging corporations, those persons who were proper Officers and Directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its Officers shall be deemed to be continuing.

The Surviving Corporation agrees that it may be served with process in the State of Idaho. The registered agent for the Surviving Corporation shall serve as the registered agent after the effective date of the merger.

7. Accounting and Stated Capital. When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles,

(a) The assets and liabilities of the Constituent Corporation shall be recorded in the accounting

records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations.

(b) The amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger shall be reflected in the accounting records of the Surviving Corporation.

8. Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either C-B or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to the respective stockholders, upon happening of any of the following events:

(a) If the merger fails to obtain the requisite vote of stockholders of Bradshaw or of stockholders of C-B.

(b) If, in the judgment of the Board of Directors of Bradshaw or the Board of Directors of C-B, the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment thereof as provided in the corporation law of the State of Idaho.

9. Representations and Warranties. Bradshaw and C-B each represent and warrant to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

10. Effective Date. The effective date of the merger provided for by this Agreement shall be the date of

the issuance of a certificate of merger by the Secretary of State for the State of Idaho.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto this 30th day of November, 1981.

BRADSHAW FAMILY ENTERPRISES, INC.,
the Merging Corporation,

By William B. Bradshaw
Its President

ATTEST:

Betty Jean Bradshaw
Secretary

C-B OIL CO.,
the Surviving Corporation,

By William B. Bradshaw
Its President

ATTEST:

Betty Jean Bradshaw
Secretary

STATE OF IDAHO)
) ss.:
County of CANYON)

On this 30 day of November, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM B. BRADSHAW, known to me to be the President of BRADSHAW FAMILY ENTERPRISES, INC., the corporation that executed the foregoing instrument, and he duly acknowledged to me that such corporation executed the same.

Stan M. Remington
NOTARY PUBLIC
Residence: NAMPA, IDAHO

STATE OF IDAHO)
) ss.:
County of CANYON)

On this 30 day of November, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM B. BRADSHAW, known to me to be the President of C-B OIL CO., the corporation that executed the foregoing instrument, and he duly acknowledged to me that such corporation executed the same.

Stan M. Remington
NOTARY PUBLIC
Residence: NAMPA, IDAHO