

FILED EFFECTIVE

**CERTIFICATE OF ORGANIZATION
OF
BLUE SKY FRANCHISING, LLC**

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SECRETARY OF STATE
STATE OF IDAHO

The undersigned, Stephine Dunn and Brandon Olsen, acting as organizers of a Limited Liability Company under the Idaho Uniform Limited Liability Act (the "Act"), hereby establish a limited liability company and adopts the following Certificate of Organization for such company.

CERTIFICATE I

COMPANY NAME

1.1 The name of the limited liability company is Blue Sky Franchising, LLC (herein the "Company").

CERTIFICATE II

DURATION

2.1 The duration of the Company shall be ninety-nine (99) years from the date of filing of these certificates of organization, unless sooner dissolved by law or the provisions of the Company's Operating Agreement.

CERTIFICATE III

GENERAL BUSINESS PURPOSE AND POWERS

3.1 The general purpose for which the Company has been organized, is to engage in the business of marketing and managing the sale of franchise units and any other lawful business activity and to have and to exercise all the powers now or hereafter conferred by the laws of the State of Idaho, upon limited liability companies that are organized pursuant to the laws of the State of Idaho including, without limitation:

(a) to enter into, make and perform contracts of every kind for the accomplishment of the purposes herein enumerated, without limitation as to amount, with any person, firm, association or corporation, town, city, county, state, territory or government;

(b) to do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or which shall at any time appear conducive to or expedient for the protection or benefit of this Company;

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(c) to do any and all lawful acts, activities and pursuits permitted a limited liability company under the applicable laws of the State of Idaho and any other state or nation wherein this Company shall be licensed to transact business whether similar or dissimilar to the foregoing, and such other purposes and powers as are necessary for its operation as from time to time authorized by its Managers;

(d) to enter into any lawful arrangement for sharing profits, union or interest, reciprocal association or cooperative association with any corporation, association, partnership, individual or other legal entity for the carrying on of any business and to enter into any general or limited partnership for the carrying on of any business;

(e) to conduct business anywhere in the world.

3.2 In connection with the above-referenced pursuits and businesses, this Company shall have power to carry in other operations incidental to the pursuits and businesses mentioned and shall have power to do any of the things herein set forth to the same extent as natural persons could or might do.

3.3 The Company shall have all powers allowed by law.

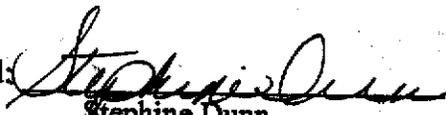
3.4 The purposes stated herein shall be construed as powers as well as purposes and the matters expressed in any clause shall not be limited by reference to or inference from the terms of any but shall be regarded as independent purposes and powers; and the enumeration of specific purposes and powers shall not be construed to limit or restrict the meaning of the general terms of the general powers; nor shall the expression of one thing be deemed to exclude another not expressed, although it may be of like nature.

CERTIFICATE IV

REGISTERED AGENT

The name and address of the registered agent is: Stephine Dunn at 1856 N. Yellowstone Highway, Idaho Falls, Idaho 83401.

Accepted:



Stephine Dunn
Registered Agent

CERTIFICATE V

ORGANIZERS

5.1 The names and addresses of the organizers of the Company are as follows:

Name

Address

Stephine Dunn

1856 N. Yellowstone Highway
Idaho Falls, Idaho 83401

Brandon Olsen

2110 E. 17th Street
Idaho Falls, Idaho 83404

CERTIFICATE VI

MANAGEMENT

6.1 The Company shall be managed by a Manager or Managers. The names and addresses of the initial Managers of the Company who shall serve until other Managers are appointed in accordance with the terms of the Company's Operating Agreement are as follows:

| <u>Name</u> | <u>Address</u> |
|--------------------|---|
| Stephine Dunn | 1856 N. Yellowstone Highway Idaho Falls, Idaho 83401 |
| Brandon Olsen | 2110 E. 17 th Street Idaho Falls, Idaho 83404 |

CERTIFICATE VII

MEMBER'S CONTRACTS

7.1 No contract or other transaction between the Company and any other corporation, company, partnership or individual, shall be affected by the fact that a Member of this Company is interested in, or is an owner, officer or director of such other entity. Any Member, individually or with others, may be a party to or may be interested in any transaction which this company is interested. No contract or other transaction of this Company with any person, Company, partnership or corporation shall be affected by the fact that any Member of this Company is in some way connected with such entity. Any Member of the Company may vote upon any contract or other transaction between the Company and any subsidiary or affiliated company, or other company or firm, association or entity, without regard to the fact that he or she may also be a director or officer or stockholder of or otherwise interested in or connected with such subsidiary or other corporation, entity, association or firm, if the fact of such association, relationship or interest is disclosed or known to the Members entitled to vote thereon.

CERTIFICATE VIII

LIMITED LIABILITY

8.1 The Members and the Managers of the Company shall not be liable for any debt, obligation or liability of the Company and the private property of the Members shall not be subject to the payment of any Company debts, obligations or liabilities to any extent, whatsoever.

8.2 Every person who now or hereafter shall be a Member or Manager of the Company, in addition to and not limited by all other rights to which such person may be entitled as a matter of law, under the operating agreement, shall be indemnified to the fullest extent permitted by the laws of the State of Idaho against all reasonable costs, expenses and liabilities actually incurred by him or her or imposed upon him or her.

CERTIFICATE IX

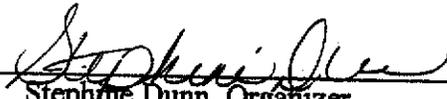
TRANSFER OF INTERESTS

9.1 After units have been issued by the Company, no transfer of said units by any Member shall be binding upon this Company until the expiration of thirty (30) days after the Company, through its Managers, and each Member of the Company, shall have received written notice from the Member of the proposed transfer or sale. The notice shall state the number of units proposed to be transferred, either with or without consideration, or sold the price at which the proposed transfer or sale is to be made and the name of the prospective transferee or buyer. At any time during the thirty (30) day notice period, the remaining Members shall have the first option to purchase all of said units at a price and terms equal to the price and terms offered by the prospective transferee or buyer. In the event two or more Members exercise their options to purchase, then each such Member so exercising his or her option shall be entitled to purchase the percentage of such remaining units as is equal to the percentage which that particular Member's ownership in the Company bears to the total ownership of all of the Members exercising their options. This section shall be inoperative where the written consent of all of the Members at the time of such proposed transfer or sale is first had and obtained or where a gift of units is being made by one Member to another Member of the Company or a transfer is made to an entity owned by the Member. A transferee may not become a Member of the Company without the written approval of its Managers.

IN WITNESS WHEREOF, We have hereunto set our hands and seals effective this 30 day of March, 2010 and to affirm that the facts stated in the certificate of organization are true.

ORGANIZERS OF:

BLUE SKY FRANCHISING, LLC
an Idaho limited liability Company

By: 
Stephanie Dunn, Organizer

By: 
Brandon Olsen, Organizer