



Department of State.

**CERTIFICATE OF INCORPORATION
OF**

MARTYN DENIS MANAGEMENT (USA), INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of the above named corporation, duly signed 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 Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated: August 26, 1991



Pete T. Cenarrusa

SECRETARY OF STATE

by: *Elizabeth J. ...*

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ARTICLES OF INCORPORATION SEC. OF STATE

OF

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MARTYN DENIS MANAGEMENT [USA], INC.

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Idaho Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I: The name of the corporation is **MARTYN DENIS MANAGEMENT [USA], INC.**

ARTICLE II: The purposes of the corporation are to render management, marketing, research, technical and advisory services to persons, firms, corporation, and others in connection with their relations with employees, associates, stockholders, government officials and agencies, and the general public and any person or special group.

To serve in an advisory, managerial, and consultative capacity to corporations, associations, partnerships, individuals, and others, and to establish and maintain bureaus, departments, and laboratories for industrial, financial, statistical, inventory, and other research work, and to engage generally in the business of providing, promoting, and establishing systems, methods, and controls for industrial and managerial efficiency and operations.

To such extent as a corporation organized under the Business

Corporation Law of the State of Idaho may now or hereafter lawfully do either as principal or agent and either alone or in connection with other corporations, firms, or individuals, all and everything necessary, suitable, convenient, or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of this corporation or to enhance the value of its properties; and in general to do nay and all things and exercise any and all powers, rights, and privileges which a corporation may now or hereafter be organized to do or to exercise under the Business Corporation Law of this state or under any act amendatory thereof, supplemental thereto, or substituted therefore.

ARTICLE III: The period of duration of the corporation is perpetual.

ARTICLE IV: The address of the corporation's initial registered office in the State of Idaho is 513 North Fourth Avenue, Sandpoint, Idaho 83864, and the name of its initial registered agent at such address is Michael C. Stewart.

ARTICLE V: The aggregate number of shares the corporation shall have authority to issue is Ten Thousand (10,000). The total authorized number of shares shall be without par value. The corporation is authorized to issue only one class of stock.

ARTICLE VI: The number of directors constituting the

initial board of directors is One (1), and the name and address of the person who is to serve as director until the first annual meeting of the shareholders or until his successors are elected and qualified is:

<u>Name</u>	<u>Address</u>
DENIS BEAUDRY	35 Lake Lucerne Cl. SE Calgary, Alberta, Canada T253H7

ARTICLE VII: The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
DENIS BEAUDRY	35 Lake Lucerne Cl. SE Calgary, Alberta, Canada T253H7

ARTICLE VIII: In the event a stockholder desires to sell his shares of stock, he shall first give written notice of his intent to do so to the other stockholders. The notice must specify the price, the terms of payment, and any other conditions of sale or transfer. For one hundred eighty (180) days after receipt of notice, the other stockholders shall have the right to purchase the shares offered for sale by giving written notice thereof on the terms stated in the notice and at a price which is the lesser of the following:

- a. The price stated in the notice; or
- b. The price agreed upon by the selling and purchasing parties if an agreement can be reached; or
- c. In the event the parties cannot agree upon a purchase price, the purchase price shall be determined by appraisal.

The selling and purchasing parties shall bear the costs and expense of the appraisal equally.


If the value as determined through an independent appraisal is not satisfactory to either the selling or the purchasing party, the value of the shares to be purchased shall be determined by arbitration, as follows:

The purchasing party and the selling party shall each name an arbitrator. If the two arbitrators cannot agree on a value, they shall appoint a third arbitrator and a decision of the majority shall be binding upon all parties. Arbitration shall be in accordance with the rules of the American Arbitration Association, as such rules may be in effect at the time of arbitration, and as modified by the provisions of Idaho Code Section 7-901 et seq. The cost of arbitration shall be borne entirely by the party dissatisfied with the value as determined through independent appraisal.

The terms of payment of the purchase price shall be the terms agreed upon by the selling and purchasing parties, if an agreement can be reached. If the parties cannot agree, the purchase price shall be paid with twenty-five percent (25%) down in cash within ten days of the determination of the value of the shares to be purchased, and the balance shall be evidenced by a Promissory Note signed by the purchasing party. The note shall bear interest at a rate equal to the Federal Housing Authority rate of interest at the time of sale, and shall provide for monthly payments of principal and interest over three years,

commencing thirty days after payment of the down-payment. The note shall provide that in the case of default, at the election of the holder, the entire sum of the principal and interest will be immediately due and payable, and for the payment by the maker of reasonable attorney's fees to the holder in the event suit is commenced because of any default.

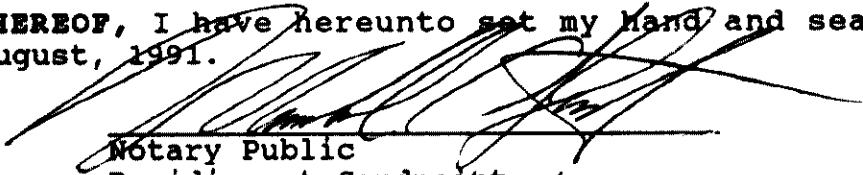
EXECUTED in duplicate on this 20th day of August, 1991


~~DENIS BEAUDRY~~

STATE OF IDAHO)
) ss.
County of Bonner)

This day personally appeared before me, the undersigned Notary Public, DENIS BEAUDRY, known to me to be the person whose signature is subscribed to the within Articles of Incorporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of August, 1991.


Notary Public
Residing at Sandpoint
Comm. Exp. 2/6/94