

State of Idaho

Department of State.

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 Consolidation of _____
Keller Oil Company, Inc. and A B C GAS CO.

into PPS COMPANY, INC.

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 Consolidation, and attach hereto a duplicate original of the Articles of Consolidation

Dated September 14th, 19 81



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

ARTICLES OF CONSOLIDATION
OF DOMESTIC CORPORATIONS INTO PPS COMPANY, INC.
AN IDAHO CORPORATION

Pursuant to the provisions of Section 30-1-77 of the Idaho Business Corporations Act, the undersigned corporations adopt the following Articles of Consolidation for the purposes of consolidating them into a new corporation:

ARTICLE I

The names of the undersigned corporations and the state under the laws of which they are respectively organized:

Keller Oil Company, Inc., an Idaho Corporation

ABC Gas Company, Inc., an Idaho Corporation

ARTICLE II

The laws of the State of Idaho under which both corporations are organized permits such a consolidation.

ARTICLE III

The name of the new corporation is PPS Company, Inc. and it is to be governed by the laws of the State of Idaho.

ARTICLE IV

The following plan of consolidation was approved by the shareholders of the undersigned corporations in the manner prescribed by the Idaho Business Corporations Act:

PLAN OF CONSOLIDATION

This Plan of Consolidation made on the 28th day of August, 1981 between Keller Oil Company, Inc., an Idaho corporation, and ABC Gas Company, Inc., an Idaho corporation, both corporations being duly organized and existing under the laws of the State of Idaho and the directors thereof; the above-described corporations being herein collectively referred to as the "Constituent Corporations".

RECITALS

1. Keller Oil Company, Inc. is a corporation duly organized and existing under the laws of the State of Idaho, with an authorized capital stock consisting of 1,000 shares common stock with a par value of \$1.00 per share, of which 992 shares are issued and outstanding as of July 25, 1981.

2. ABC Gas Company, Inc. is a corporation duly organized and existing under the laws of the State of Idaho, with an authorized capital stock consisting of 1,000 shares of common stock, par value \$100.00 per share, of which 1,000 shares were issued and outstanding as of July 25, 1981.

3. The principal office of Keller Oil Company, Inc. is in the City of Soda Springs, County of Caribou, State of Idaho, and the principal office of ABC Gas Company, Inc. is in the City of Soda Springs, County of Caribou, State of Idaho.

4. The Constituent Corporations are corporations organized for the purpose of carrying on businesses of the same or similar nature.

5. The respective Boards of Directors of the Constituent Corporations deem it advisable and generally to the advantage and

welfare of the corporations and respective stockholders that the Constituent Corporations be consolidated into a single consolidated corporation under and pursuant to the provisions of Idaho Code Title 30, Chapter 1-74 of the State of Idaho.

6. In consideration of the premises and the mutual agreements, covenants, grants and provisions herein contained, the parties hereby agree that Keller Oil Company, Inc. and ABC Gas Company, Inc. shall be and hereby are consolidated into a single consolidated corporation under the laws of the State of Idaho, and that the terms and conditions of the consolidation and the method of carrying the consolidation into effect are as follows:

Section 1: Name; Principal Office:

The name of the consolidated corporation shall be PPS Company, Inc., and the location of the principal offices of the consolidated corporation shall be at 139 East First South in the City of Soda Springs, County of Caribou, State of Idaho.

Section 2: Objects and Purposes:

The objects and purposes of the consolidated corporation are for the purchasing, marketing, sale, distribution and development of petroleum or petroleum related products and also any other lawful business that the consolidated corporation may wish to engage in, not limited to the areas set out above.

Section 3: The Authorized Capital Stock:

The total authorized capital stock of the consolidated corporation shall be \$1,000.00 consisting of 10,000 shares of ten-cent (10¢) par value common shares, each share entitled to vote.

Section 4: Dividends:

Dividends may be declared and paid at such time as may be determined by the board of directors in the consolidated corporation in accordance with its by-laws.

Section 5: Directors and Officers:

There shall be five (5) directors of the consolidated corporation who may be shareholders therein, and the officers of the consolidated corporation shall be a president, vice-president, secretary and treasurer. The names and addresses of the first directors and officers who shall hold office from the effective date of the consolidation and until their successors are chosen according to law, or the by-laws of the consolidated corporation, are as follows:

Name

Garth Bybee
Soda Springs, Idaho

Edmond J. Keller
Soda Springs, Idaho

Marian Kay Keller
Soda Springs, Idaho

Katherine Bybee
Soda Springs, Idaho

Frank Chadwick
Soda Springs, Idaho

The officers are:

Name

Edmond J. Keller, President

Garth Bybee, Vice-President

Marian Kay Keller, Secretary & Treasurer

If on the effective date of the consolidation, a vacancy shall exist in the board of directors or in any of the offices of the consolidated corporation, such vacancy shall be filled by the board of directors of the consolidated corporation.

Section 6: Authority to Hold Securities:

The consolidated corporation may purchase, invest in, hold, use, sell, assign, transfer, pledge, or otherwise dispose of, and may guarantee, assume, protect, or otherwise become obligated in respect to shares of capital stock of, or any bonds, securities, or evidence of indebtedness created by any other corporation or corporations of the State of Idaho or of any other state of government, and may exercise all the rights, powers, and privileges of ownership, including the right to vote, and may aid, promote or support in any way, corporations, enterprises, or other concerns in which the consolidated corporation has interest, and may do any act or thing for improvement of, or design to enhance the value, price or terms of property of any kind in which it is interested.

Section 7: Authority to Hold Property:

By action of its board of directors without assent or other action of the stockholders, the consolidated corporation may purchase or may otherwise acquire and may hold, use, lease, mortgage, deed in trust, pledge, sell, convey, exchange, or otherwise dispose of any property, real, personal, or mixed, without, as well as within, the State of Idaho; and in payment for any property, may issue, or cause to be issued, its stock, bonds, or other evidences of indebtedness, secured or unsecured.

Section 8: Disposition of Assets:

With the written assent in person or by proxy without a meeting, or pursuant to the affirmative vote in person or proxy at any meeting called as provided in the by-laws of the consolidated corporation of 100 percent in interest of the holders of the common stock, the board of directors may sell, convey, assign, transfer, and otherwise dispose of the property, assets, rights and privileges of the consolidated corporation as an entirety for such consideration or on such terms as the board of directors may determine.

Section 9: Duration of Corporation:

The duration of the consolidated corporation shall be perpetual.

Section 10: Cumulative Voting to be Allowed:

At all elections of directors of the consolidated corporation, each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock multiplied by the number of directors to be elected; and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them as he may see fit.

Section 11: Location of Meetings, Offices and Books:

The directors of the consolidated corporation shall have power to hold their meetings, to have one or more offices, and to keep the books of the consolidated corporation, except the stock in transfer books, at any convenient location within the State of Idaho at such place or places as the board of directors shall determine.

Section 12: Inspection of Books by Stockholders:

The board of directors shall from time to time determine

whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the consolidated corporation, or of any such accounts and books, shall be open to the inspection of the stockholders; and no stockholder shall have any rights to inspect any account or book or document of the consolidated corporation except as authorized by the board of directors or by the statutes of the State of Idaho.

Section 13: By-Laws:

The by-laws of the consolidated corporation shall be made only by the stockholders, and shall be altered only by the stockholders in such a manner as may be therein provided.

Section 14: Closing of Stock Transfer Books:

The board of directors of the consolidated corporation may cause the stock transfer books to be closed for a period not to exceed thirty (30) days before the annual meeting of the shareholders, or in connection with payment of any dividend.

Section 15: The Articles of Consolidation:

The articles of consolidation of the consolidated corporation shall in all respects conform to the provisions of this agreement.

Section 16: Effective Date of Consolidation:

The consolidation provided for by this agreement shall become effective when this agreement shall have been authorized, adopted, approved, signed and acknowledged in accordance with the laws of the State of Idaho. Certificates of its adoption shall have been executed in accordance therewith, and when this agreement so authorized, adopted, approved, signed, acknowledged and certified

shall have been filed and accepted in the office of the Secretary of State of the State of Idaho.

Section 17: Effect of Consolidation:

On the effective date of the consolidation, the separate existence of ABC Gas Company, Inc. and Keller Oil Company, Inc. shall cease and they shall be consolidated into a single corporation, the consolidated corporation, in accordance with the provisions of this agreement; and all rights, privileges, powers, and franchises of each of the Constituent Corporations, both of a public and private nature, all property, real and personal and mixed, of the Constituent Corporations, all debts due each of the Constituent Corporations on any account, as well as for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations, and all and every other interest of the Constituent Corporations, shall vest in the consolidated corporation without further act or deed or other transfer, as effectively as if they were vested in the respective Constituent Corporations.

Section 18: Effect of Consolidation on Real Property:

The title or right to the use of any real estate vested in either of the Constituent Corporations under the laws of the State of Idaho or any other jurisdiction by deed, lease or otherwise shall not revert or be in any way impaired by reason of such consolidation.

Section 19: Rights of Creditors to be Preserved:

All rights of creditors and all liens on property of the Constituent Corporations shall be preserved, unimpaired, and all debts, liabilities, restrictions, disabilities, and duties of the

Constituent Corporations shall thenceforth attach to the consolidated corporation, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

Section 20: Interim By-Laws:

The by-laws of Keller Oil Company, Inc. adopted on the effective date of this plan of consolidation, shall constitute the by-laws of the consolidated corporation until thereafter altered, duly amended, or repealed by the shareholders of the consolidated corporation by majority vote.

Section 21: Conversion of Present Stock into the Stock of the Consolidated Corporation:

The manner of converting the capital stock of each of the Constituent Corporations to stock of the consolidated corporation shall be as follows:

a. Each of the common shares of one dollar par value stock of the constituent corporations, Keller Oil Company, Inc. and ABC Gas Company, Inc., which are issued and outstanding at the date of consolidation shall be convertible into the shares of PPS, Inc., the consolidated corporation, pursuant to the following formula:

The net adjusted value of assets of the constituent corporation as of September 1, 1981 divided by the total adjusted value of the combined assets of both constituent corporations held by the consolidated corporation multiplied by the 8000 shares of capital stock of PPS Company, Inc. which are to be authorized and issued. (2000 shares stock of the PPS Company, Inc. shall be authorized but unissued, and shall be subject to issuance only as

provided herein-after in Section 29.) The number of stocks represented by the above calculations will then be divided by the authorized issued and outstanding shares of stock of the constituent corporation and will be equal to the number of shares of PPS Company, Inc. stock, the dividend so computed that each shareholder of the constituent corporations will be entitled to convert for each share of stock of the constituent corporation.*

b. Treasury shares. The authorized capital stock of PPS Company, Inc. shall be 10,000 shares, par value 10¢ per share. Of the 10,000 shares, 8000 shall be issued and converted as described above upon the completion of the consolidation and the establishment of the adjusted value of the contributed assets of each corporation, the balance will be reserved by the corporation as treasury shares.

c. The definition of adjusted value of contributed assets of each constituent corporation shall be the value of the assets of each corporation transferred into the consolidated corporation, reduced by any outstanding liability against the assets so transferred. The proposed conversion shall be the adjusted value of assets as of September 1, 1981, provided, however, that the conversion of shares shall be made on or before December 31, 1981 in order to

* See Appendix "A" for mathematical equation.

allow for a period of time in which the assets and liabilities can be identified, inventoried, or otherwise accounted for, using sound and generally accepted accounting practices.

Section 22: Earned and Capital Surplus:

The earned surplus of the consolidated corporation shall be the combined earned surplus of each of the Constituent Corporations on the effective date of consolidation, and the capital surplus of the consolidated corporation shall be the combined capital surplus of each of the Constituent Corporations on such effective date, subject to such adjustments as may be made in accordance with sound accounting practice as necessary to reflect the capital of the consolidated corporation.

Section 23: Assets and Liabilities:

The assets and liabilities of the Constituent Corporations shall be taken up or continued on the books of the consolidated corporation at the amounts at which they are respectively recorded on the books of the Constituent Corporations, appropriately adjusted as deemed necessary to place them on a uniform basis.

Section 24: Restraint on Corporate Action Prior to Consolidation:

Prior to the effective date of the consolidation, neither of the Constituent Corporations shall, without the prior written consent of the other:

- a. Amend its articles of incorporation or by-laws;
- b. Engage in any activity or transaction except in the ordinary course of business;

c. Issue or sell any shares of its capital stock or issue, sell or grant any rights or options with respect thereto, except that each Constituent Corporation may issue shares of common stock pursuant to options granted prior to July 1, 1981 to its respective officers or employees; or,

d. Declare any dividend or make any distribution in respect to any shares of its capital stock, or purchase or retire any shares of its capital stock, except as follows:

Keller Oil Company, Inc. may, at its discretion, upon approval of a majority of its shareholders, declare a stock dividend of treasury shares now held by that corporation.

Section 25: Keller Oil Company's Representations and Warranties:

Keller Oil Company, Inc. represents and warrants:

a. Keller Oil Company, Inc. has and on the closing date will have good marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of liens, encumbrances and charges except as reflected in the aforesaid financial statement and except for current taxes and assessments not delinquent liens, encumbrances and charges shown in its records and books of account which are not substantial in character or amount, and do not materially detract from the value or interfere with the property subject thereto, affected thereby.

b. Keller Oil Company, Inc. has and on the closing date

will have good marketable title to machinery, equipment, merchandise, materials, supplies and other property of every kind, tangible or intangible, contained in its offices, plants and other facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges, except as reflected in the aforesaid financial statements and except for liens, encumbrances and charges, if any, which do not materially detract from the value of or interfere with the use of the property subject thereto or affected thereby.

c. Keller Oil Company, Inc. has enjoyed and on the closing date will enjoy good working relationships under all of the franchise, dealer, sales, representation and other agreements necessary to the normal operation of its business. All or substantially all of the real and personal properties used in the business of Keller Oil Company, Inc. are and on the closing date will be in good operable condition.

d. Keller Oil Company, Inc. is adequately insured with respect to risk normally insured against by companies similarly situated.

e. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of Keller Oil Company threatened against it or any of its consolidated subsidiaries, which if adversely determined, might materially or adversely affect the financial condition

of Keller Oil Company, Inc. or the conduct of its business, nor is there any decree, injunction or order of any court, governmental department or agency outstanding against Keller Oil Company, Inc.

f. At the effective time of the consolidation, the consummation of the transaction contemplated by this plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Keller Oil Company, Inc. or any of its subsidiaries is a party.

Section 26: ABC Gas Company Representations and Warranties:

ABC Gas Company, Inc. represents and warrants:

a. ABC Gas Company, Inc. has and on the closing date will have good and marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statements and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in its records and books of account which are not substantial in character or amount, and do not materially detract from the value or interfere with the use of the property subject thereto or affected thereby. ABC Gas Company, Inc. has and on the closing date will have valid leases under which it is entitled to occupy and use in its business all real property of

which it is a lessee and ABC Gas Company, Inc. has no knowledge of any default under any such lease.

b. ABC Gas Company, Inc. has and on the closing date will have good marketable title to the machinery equipment, merchandise, materials, supplies and other property of every kind, tangible or intangible, contained in its offices, plant and other facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the aforesaid financial statement and except for liens, encumbrances and charges, if any, which do not materially detract from the value or interfere with the use of the property subject thereto or affected thereby.

c. ABC Gas Company, Inc. has enjoyed and on the closing date will enjoy good working relationships under all of the franchise, dealer, sales representation and other agreements necessary to the normal operation of its business. All or substantially all of the real and personal property used in the business of ABC Gas Company, Inc. are and on the closing date will be in good and operable condition.

d. ABC Gas Company, Inc. is adequately insured with respect to risk normally insured against by companies similarly situated.

e. There is no suit, action or legal or administrative proceeding pending or to the knowledge of ABC Gas Company,

Inc. threatened against it, which if adversely determined, might materially and adversely affect the financial condition of ABC Gas Company, Inc. or the conduct of its business, nor is there any decree, injunction or order of any court, governmental department or agency outstanding against ABC Gas Company, Inc.

f. ABC Gas Company, Inc. is not in default in any material respect under the terms of any materially outstanding contract, agreement, lease or other written commitment.

g. At the effective time of the consolidation, the consummation of the transaction contemplated by this plan will not result in the breach of any term or provision, nor will it constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which ABC Gas Company, Inc. is a party.

Section 27: Termination of Agreement:

This agreement may be terminated:

- a. By action of the board of directors of either Constituent Corporation at any time prior to its adoption by the stockholders of each of the Constituent Corporations; or,
- b. By the mutual consent of the Constituent Corporations expressed by action of their respective boards of directors at any time after the adoption of this agreement and prior to the effective date of the consolidation; or,
- c. By action of the board of directors of either of the

Constituent Corporations at any time after such adoption and prior to the effective date of consolidation in the event that:

- (1) There is then pending any proceeding in a court or brought by an governmental agency, to enjoin or prohibit the consummation of the consolidation; or,
- (2) An order of a court or of any governmental agency has been entered enjoining or prohibiting the consummation of the consolidation, if the board of directors of such Constituent Corporation, in its sole judgment, deems the consummation of the consolidation under such circumstances to be contrary to the best interests of such Constituent Corporation.

Section 28: Copies of This Agreement

Copies of this agreement for the convenience of the parties and to facilitate the following in recording of this agreement, any number of counterparts thereof may be executed and each such counterpart shall be deemed to be an original instrument.

Section 29: Treasury Shares

PPS Company, Inc. shall reserve 2000 authorized but unissued shares of PPS company, Inc. stock as treasury shares. The said treasury shares shall not be issued without the affirmative vote in person or proxy at any meeting called as provided in the By-Laws of the consolidated corporation of 66.67 percent in interest of the common stock of PPS Company, Inc.

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 28 day of August, 1981.

KELLER OIL COMPANY, INC.
an Idaho corporation

By: Edmond J. Keller
Edmond J. Keller
President

ATTEST:

Marian Kay Keller
Marian Kay Keller
Secretary

ABC GAS COMPANY, INC.
an Idaho corporation

By: Garth Bybee
Garth Bybee
President

ATTEST:

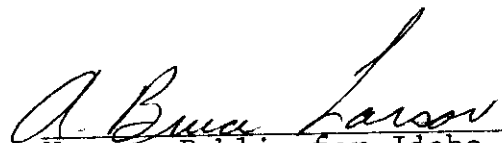
Michael Smith
Michael Smith
Vice President

STATE OF IDAHO)
)ss.
COUNTY OF CARIBOU)

On this 28th day of August, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Edmond J. Keller and Marian Kay Keller, known to me to be the President and Secretary, respectively, of Keller Oil Company, Inc., an Idaho corporation, said corporation being one of the

corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Edmond J. Keller and Marian K. Keller acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Soda Springs

STATE OF IDAHO)
)ss.
COUNTY OF CARIBOU)

On this 28th day of August, 1981, before me the undersigned, a Notary Public in and for said State, personally appeared Garth Bybee and Michael Smith, known to me to be the President and Vice President, respectively, of ABC Gas Company, Inc., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Garth Bybee and Michael Smith acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

A. Bruce Larson
Notary Public for Idaho
Residing at *Soda Springs*

APPENDIX "A"

Mathematical equation for conversion of shares:

$$X = \frac{\left(\begin{array}{c} \text{AAX} \\ \hline \text{TAA} \end{array} \right) \times Y}{N}$$

X = 1 share of stock of either ABC Gas Company, Inc. or of Keller Oil Company, Inc.

AAX = Adjusted assets of the constituent corporation X as defined in Section 21 c.

TAA = Total adjusted assets contributed by ABC Gas Company, Inc. and Keller Oil Company, Inc.

Y = Total authorized and issued shares of PPS Company, Inc. (excludes shares not to be issued; 2000 shares of treasury stock).

N = Total authorized issued and outstanding shares of each constituent corporation.

ARTICLE V

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

ENTITLED TO VOTE AS A CLASS

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>Designation of Class</u>	<u>No. of Shares</u>
Keller Oil Company, Inc., an Idaho corporation	992	Common	1000
ABC Gas Company, Inc., an Idaho Corporation	1000	Common	1000

ARTICLE VI

As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, and as to each class and title 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>Total Voted for</u>	<u>Total Voted Against</u>	<u>Class</u>
Keller Oil Company, Inc., an Idaho corporation	992	0	Common
ABC Gas Company, Inc., an Idaho Corporation	1000	0	Common

ARTICLE VII

The registered agent of PPS Company, Inc. shall be Marian K. Keller, the Secretary of the Corporation, at its office at 139 East First South, Soda Springs, Idaho 83276.

DATED this 1 day of September, 1981.

KELLER OIL COMPANY, INC.
an Idaho Corporation

By: Edmond J. Keller
Edmond J. Keller
President

ATTEST:

Marian Kay Keller
Secretary

ABC GAS COMPANY, INC.
an Idaho Corporation

By: Garth Bybee
Garth Bybee
President

ATTEST:


W. E. Lattin
Vice President

STATE OF IDAHO)
) ss.
COUNTY OF CARIBOU)

On this 1 day of September, 1981, before me the undersigned notary public, in and for the State of Idaho, personally appeared Edmond J. Keller and Marian Kay Keller, known to me to be the President and Secretary, respectively, of Keller Oil Company, Inc., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me the seal affixed to the said instrument is the corporate seal of said corporation and that said

instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Edmond J. Keller and Marian Kay Keller acknowledge said instrument to be the free act and deed of said corporation, and that the statements therein contained are true to the best of their knowledge and belief.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public
Residing at: *Soda Springs*

STATE OF IDAHO)
) ss.
COUNTY OF CARIBOU)

On this 1 day of September, 1981, before me the undersigned notary public, in and for the State of Idaho, personally appeared Garth Bybee and Michael Smith, known to me to be the President and Vice President, respectively, of ABC Gas Company, Inc., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument and acknowledged to me the seal affixed to the said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Garth Bybee and Michael Smith acknowledge said instrument to be the free act and deed of said corporation, and that the statements therein contained are true to the best of their knowledge and belief.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year in this certificate
first above written.

A. Bruce Larson
Notary Public
Residing at: *Soda Springs*