



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 in merger of BAILEY OIL CO.
JEROME, INC.

into BAILEY OIL CO., 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
merger, and attach hereto a duplicate original of the Articles of
merger.

Dated March 7, 19 80.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER OF DOMESTIC CORPORATION

INTO

BAILEY OIL CO., INC.

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:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

The terms of the Merger Agreement are set forth and attached hereto as Exhibit "A".

SECOND: As to each of the undersigned corporations, the number of shares outstanding, all of who are entitled to vote on the plan are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Issued and Outstanding</u>
Bailey Oil Co., Inc	200
Bailey Oil Co. of Jerome, Inc.	<u>240</u>

SECOND: As to each of the undersigned corporations, the total number of shares outstanding all of which were voted for the Plan of Merger and none of which were voted against the Plan of Merger. No shareholder sought payment for their respective shares, although payment was offered to each shareholder in the Merger Agreement, and the voting is set forth as follows:

<u>Name of Corporation</u>	<u>Total Vote For</u>	<u>Number of Shares Total Vote Against</u>
Bailey Oil Co., Inc	200	-0-
Bailey Oil Co. of Jerome Inc.	240	-0-

DATED February 25, 1980.

BAILEY OIL CO., INC.

By Dee Ray Bailey
President

ATTEST:
Nolan S. Bailey
Secretary

(CORPORATE SEAL)

BAILEY OIL CO. OF JEROME, INC.

By Dee Ray Bailey
President

ATTEST:
Nolan S. Bailey
Secretary

(CORPORATE SEAL)

STATE OF IDAHO)
County of Minidoka) ss.

DEE RAY BAILEY and NOLAN S. BAILEY being first duly sworn on oath, depose and say:

That they are the President and Secretary respectively of Bailey Oil Co., Inc.; that they have read the foregoing Articles of Merger of Domestic Corporation into Bailey Oil Co., Inc.; know the contents thereof and believe the same to be true.

Dee Ray Bailey
Dee Ray Bailey

Nolan S. Bailey
Nolan S. Bailey

Subscribed and sworn to before me this 29th day of February, 1980.

(SEAL)

William T. Hook
Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

STATE OF IDAHO)

County of Minidoka)

) ss.

DEE RAY BAILEY and NOLAN S. BAILEY being first duly sworn on oath depose and say:

That they are the President and Secretary, respectively, of Bailey Oil Co. of Jerome, Inc.; that they have read the foregoing Articles of Merger of Domestic Corporation into Bailey Oil Co., Inc.; know the contents thereof and believe the same to be true.

Dee Ray Bailey
Dee Ray Bailey

Nolan S. Bailey
Nolan S. Bailey

Subscribed and sworn to before me this 29th day of February, 1980.

(SEAL)

William R. Hodum
Notary Public
Residing at Rupert, Idaho
My Commission Expires: Life

MERGER AGREEMENT

THIS AGREEMENT made and entered this 5th day of February, 1980, by and between BAILEY OIL CO., INC., an Idaho Corporation, herein called "Bailey Oil" and BAILEY OIL CO. OF JEROME, INC., herein called "Jerome," an Idaho Corporation,

WITNESSETH:

WHEREAS, the parties did heretofore at their respective Directors' Meetings last held each approve by more than the required number of Directors at such meetings a merger of the said Bailey Oil and Jerome; and this agreement, and

WHEREAS, the Boards of Directors of both of said companies have consulted among themselves and with each other and have determined that both companies will receive substantial benefits from combining their resources, and

WHEREAS, the parties to this agreement each having the same shareholders the continued operation of both corporations will be a financial burden on the shareholders and will not result in benefits to the shareholders,

NOW, THEREFORE, in consideration of the mutual agreements herein contained the parties hereto covenant and agree as follows:

That this agreement shall be and is entered into by and between the parties and shall be known as the Merger Agreement.

Section 1: Merger of Companies. The said Bailey Oil and Jerome shall combine their assets and properties (herein called the "Businesses"), operated by each of the aforesaid corporations. In consideration of such merger and transfer of assets to Bailey Oil, the Bailey Oil agrees to assume and

pay all outstanding debts and liabilities of Jerome and to assume any and all contracts or other obligations of Jerome. All of the shareholders in Jerome being also shareholders of Bailey Oil, no additional shares of stock in Bailey Oil shall be issued and all shares of stock of Jerome shall be delivered to Bailey Oil and cancelled. Any shareholder objecting to the merger shall be offered cost for his shares.

Section 2. Concerning the Closing. Delivery by Jerome of the transfer and conveyance of all of its properties to Bailey Oil shall take place on or after February 15, 1980, hereinafter known as the closing date, and as soon thereafter as the Articles of Merger are filed with the Office of the Secretary of State of the State of Idaho. All costs of this merger which shall include accountant's costs, attorney fees, transfer and recording fees and office expenses incidental to the completion of this merger and any other costs whether herein specified or not shall be borne by the surviving company, Bailey Oil.

Section 3: Assumption of Liabilities. The surviving corporation namely Bailey Oil shall assume all of the liabilities of the other corporation, Jerome, from and after the closing date of this merger.

Section 4: Conduct of Business Prior to Closing. Between the date of execution of this agreement and the closing date, Bailey Oil and Jerome shall preserve the Businesses as going businesses, shall continue to conduct the same as their respective businesses were heretofore conducted, and shall enter into no contracts other than such as are incidental to the normal current operation thereof, and shall not sell or otherwise dispose of any part of their respective businesses except in accordance with the terms of this agreement.

Section 5. Stock in Jerome to be Cancelled. As hereinbefore provided the stockholders in both corporations who are parties to this agreement are the same and own the same proportion of stock in each corporation. The stock in Jerome shall be delivered to the surviving corporation and cancelled leaving the stockholders in Bailey Oil as the sole owners of all of the stock in the surviving corporation with no new or additional shares to be issued. The By-Laws of the surviving corporation shall be the By-Laws for the merged corporations. There shall be no changes in the Articles of Incorporation as now filed for the surviving corporation, Bailey Oil.

Section 6. Consents and Approvals. Each party hereto certifies that the shareholders of each shall have the opportunity to approve this merger and agreement by the necessary majority at a special meeting of the shareholders of each called for that purpose.

Section 7. Other Documents and Agreements. Each of the parties hereto shall enter into such other agreements or execute further documents to complete this merger as may be required or requested by the other party and as required by the laws of the State of Idaho.

Section 8. Merged Company. It is further agreed that all assets and liabilities of Jerome shall be transferred to Bailey Oil, which said company shall be the one surviving company after this merger. That the parties do further agree that until the next annual election of Directors, the present Directors of Bailey Oil, three in number, shall be the Directors of the merged corporation. That the present officers of Bailey Oil shall likewise remain the officers of the merged corporation until the next annual election of Directors.

Section 9. Name of Surviving Corporation. It is agreed by the parties and they do hereby approve the name of "Bailey Oil Co., Inc." as the name of the merged corporation and that such name is duly adopted as the name of the merged corporation. That the parties do further designate Dee Ray Bailey of Bailey Oil as the statutory agent of the merged corporation.

Section 10. Filing with the Secretary of State. The parties hereto do each agree that upon approval by the shareholders as required by law they will file with the Secretary of State of the State of Idaho the required copies of this agreement certifying that Bailey Oil Co., Inc., a corporation, shall be the one remaining corporation after this said merger, and further they shall each execute Articles of Merger of Domestic Corporation for filing with the said Secretary of State.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and corporate seals the date first above written.

BAILEY OIL CO., INC.

By Dee Ray Bailey
President

ATTEST:

Nela Bailey
Secretary

Thomas W. Bailey
Nelda Bailey
Dee Ray Bailey
Directors

BAILEY OIL CO. OF JEROME, INC.

By Lee Ray Bailey
President

ATTEST:

Kate Bailey
Secretary

Samuel W. Bailey
Weldon H. Bailey
Lee Ray Bailey
Directors