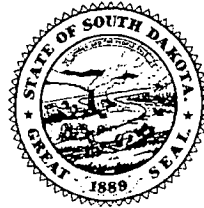


State of South Dakota



OFFICE OF THE SECRETARY OF STATE

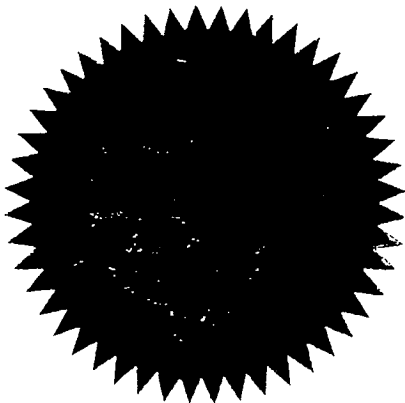
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL010955

I, Chris Nelson, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **BLP, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company 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 hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 23, 2006.



Chris Nelson

Chris Nelson
Secretary of State

Cert of Organization LLC Merge

OPERATING AGREEMENT
of
BLP, L.L.C.
FEDERAL TAX ID 20-4577178

This Operating Agreement of BLP, L.L.C., dated as of March 23, 2006, is executed and agreed to, for good and valuable consideration, by the members hereof.

ARTICLE I
ORGANIZATION

1.01. **Formation.** The company has been organized as a South Dakota Limited Liability Company by the filing of Articles of Organization under and pursuant to the South Dakota Limited Liability Company Act. (hereafter "Act"), and the issuance of a certificate of organization for the company by the Secretary of State of South Dakota.

1.02. **Name.** The name of the company is BLP, L.L.C., and all company business must be conducted in that name or such other names that comply with applicable laws as the members may select from time to time.

1.03. **Registered Office; Registered Agent; Principal Office in the United States; Other Offices.** The registered office of the company required by the Act to be maintained in the State of South Dakota shall be the office of the initial registered agent named in the Articles or such other office as the members may designate from time to time in the manner provided by law. The registered agent of the company in the State of South Dakota shall be the initial registered agent named in the Articles or such other person or persons as the members may designate from time to time in the manner provided by law. The principal office of the company in the United States shall be at such place as the members may designate from time to time, in the State of South Dakota, and the company shall maintain records there as required by the Act and shall keep the street address of the principal office at the registered office of the company in the State of South Dakota.

1.04. **Purposes.** The purposes of the company are set forth in the Articles, and to engage in any other business or activity that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish the foregoing purposes and that is not forbidden by the law of the jurisdiction in which the company engages in the business.

1.05. **Foreign Qualification.** The company shall qualify to conduct business in the State of South Dakota. Prior to the company's conducting business in any jurisdiction other than South Dakota, the members shall cause the company to comply, to the extent procedures are available and those matters are reasonably within the control of the members, with all requirements necessary to qualify the company as a foreign limited liability company in that jurisdiction. At the request of the members, each member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify,

continue, and terminate the company as a foreign limited liability company in all jurisdictions in which the company may conduct business.

1.06. Term. The company commenced on March 23, 2006 the date the Secretary of State of South Dakota issued a certificate of organization for the company (DL010955) and shall continue in existence for the period fixed in the Articles for the duration of the company, or such earlier time as this Operating Agreement may specify.

1.07. Mergers and Exchanges. The company may be a party to (a) a merger, or (b) an exchange or acquisition, or (c) a consolidation subject to the requirements of this Operating Agreement and the provisions of South Dakota law applicable thereto.

1.08. No State-Law Partnership. The members intend that the company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no member be a partner or joint venture of any other member for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

1.09. Definitions. As used in this Operating Agreement, the following terms shall have the following meanings:

- A. "Act" means South Dakota Limited Liability Company Act,.
- B. "Articles" means the Articles of Organization filed with the South Dakota Secretary of State by which BLP, L.L.C., was organized as a South Dakota limited liability company and pursuant to the Act.
- C. "Company" means BLP, L.L.C., a South Dakota limited liability company.
- D. "Member" means any person executing this Operating Agreement as a member or hereafter admitted to the company as a member as provided in this Operating Agreement, but does not include any person who has ceased to be a member in the company.
- E. "Membership interest" means the interest of a member in the company, including, without limitations, rights to distribution (liquidating or otherwise), allocations, profits, information and to consent or approve.
- F. "Person" includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or other entity in a representative capacity as herein permitted.

G. "Sharing ratio," with respect to any member means a fraction (expressed as a percentage), the numerator of which is that member's capital contribution and the denominator of which is the sum of the capital contributions of all members.

ARTICLE III MEMBERS

2.01. Admission of Members.

A. The initial members of the company are the persons executing this Operating Agreement as of the date hereof as members, each of which is admitted to the company as a member effective contemporaneously with the execution by such person of this Operating Agreement.

B. After the formation of this company, a person becomes a new member:

(1) in the case of a person acquiring a membership interest directly from this company, on compliance with the provisions of this Operating Agreement governing admission of new members or, if this Operating Agreement contains no relevant admission provisions, on the written consent of a majority of the members; and

(2) in the case of an assignment of a membership interest, if all other members of the company, other than the member proposing to dispose of his or her interest, do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of the company or to become a member. The transferee is only entitled to receive the share of the profits or other compensation by way of income and the return of contributions, to which that member would otherwise be entitled.

2.02. **Restrictions on the Disposition of an Interest.** Notwithstanding the restrictions on transfer of a membership interest contained elsewhere in this Operating Agreement, it is the intent of this Operating Agreement that the tax status of this company be the same as for a partnership, and except as allowed by the code and any corresponding rules and regulations, it is intended that this company shall not allow free transferability of interest, and to the extent possible, this Operating Agreement shall be read and interpreted to prohibit the free transferability of interest of any member. Any attempted disposition by a person of an interest or right, or any part thereof, in or in respect of the company other than in accordance with this section shall be, and is hereby declared, null and void ab initio.

An assignee who becomes a member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of a member under this Operating Agreement and the Act. Unless otherwise provided herein, an assignee who becomes a member also is liable for the obligations of the assignor to make contributions but is not

obligated for liabilities unknown to the assignee at the time the assignee became a member and which could not be ascertained from this Operating Agreement. Whether or not an assignee of a membership interest becomes a member, the assignor is not released from the assignor's liability to this company.

2.03. Additional Members. Additional persons may be admitted to the company as members and membership interests may be created and issued to those persons and to existing members on such terms and conditions as a majority of the existing members may determine at the time of admission. The terms of admission or issuance must specify the sharing ratios and the commitments applicable thereto and may provide for the creation of different classes or groups of members and having different rights, powers and duties. Any such admission must comply with the requirements elsewhere described in this Operating Agreement and is effective only after the new members have executed and delivered to the company a document including the new member's notice address and its agreement to be bound by this Operating Agreement.

2.04. Liabilities to Third Parties. Except as otherwise expressly agreed in writing, no member shall be liable for the debts, obligations or liabilities of the company, including under a judgment decree or order of a court.

2.05. Withdrawal. A member does not have the right or power to withdraw from the company as a member.

2.06. Authority. Any member or members has the authority or power to act for or on behalf of the company, to do any act that would be binding on the company, or to incur expenditures on behalf of the company, except that all real estate transactions and capital expenditures over \$1,000 shall require the approval of a majority of the members in interest and instruments and documents conveying the same shall be signed by a majority of the members in interest of the company, except as provided for in paragraph 5.02(E).

2.07. Classes and Voting. There shall be one class of members. The Articles or any amendments thereof or by a two-thirds vote of the members of this company at a duly authorized annual or special meeting may elect to establish two or more classes or groups of one or more members and determine the rights, powers and duties of each class.

2.08. Place and Manner of Meeting. All meetings of the members shall be held at such time and place, within or without the State of South Dakota, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.09. Annual Meeting. The annual meeting of the members for the transaction of all business which may come before the meeting shall be held on the annual meeting date in each year (if not a legal holiday and, if a legal holiday, then on the next business day following) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, the members shall cause a special meeting of the members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the company.

2.10. Voting Lists. The manager, officer, or agent having charge of the records reflecting the membership interest of each member of each class, if more than one class, shall make, at least ten days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of and percentage of membership interest of each member of each class, if more than one class, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the company and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original records reflecting the membership interest of each member of each class, if more than one class, shall be prima facie evidence as to who are the members entitled to examine such list or records or to vote at any meeting of members.

Failure to comply with the requirements of this Article shall not affect the validity of any action taken at such meeting.

2.11. Special Meetings. Special meetings of the members may be called at any time by the holders of at least twenty-five percent (25%) of the membership interest entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

2.12. Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting either personally, by mail, by fax, by or at the direction of the president, the secretary or the officer or person calling the meeting, to each member entitled to vote at the meeting, provided that such notice may be waived as provided in this Operating Agreement.

2.13. Quorum of Members. Unless otherwise provided in the Articles, the holders of fifty-one percent (51%) of the membership interest entitled to vote, represented in person or by proxy, shall constitute a quorum at a duly called meeting of members.

2.14. Majority Vote; Withdrawal of Quorum. With respect to any matter when a quorum is present at any meeting, the vote of the holders of a majority of the membership interest, present in person or represented by proxy, having voting power with respect to that matter, shall decide such matter brought before such meeting, unless the matter is one upon which, by express provision of the Articles or this Operating Agreement, or by an express provision of the statutes which is applicable to such vote unless overridden by the Articles, a different vote is required, in which case such express provision shall govern and control the decision of such matter. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.15. Voting of Membership Unit Interest. Each outstanding membership unit, regardless of class, shall be entitled to one vote or a fraction of one vote per one percent of membership unit or fraction of membership unit owned by the member on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of the membership unit of any class or classes are limited or denied by the Articles or by law.

A member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

2.16. Action Without Meeting. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of all the membership interest for each class, if more than one class, entitled to vote with respect to the action that is the subject matter of the consent, and such consent shall have the same force and effect as a unanimous vote of the members.

2.17. Transfer or Assignment of Member's Interest. Except as otherwise provided in this Operating Agreement, no member may transfer and/or assign, in whole or in part, his or her membership interest at any time. For purposes of this Operating Agreement, transfer shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance or grant of security interest in the membership interest.

2.18. Consent to Transfer. No transfer or assignment of a membership interest, or any part thereof, will be valid without the express written consent of all of the membership interests, excluding the member proposing to transfer or assign his or her membership interest. If a membership interest is transferred or assigned without the consent of all of the membership interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the company nor have the right to become a member of the company. Any transfer or assignment of a membership interest without the proper consent shall only effect a transfer or assignment

of the member's financial interest, and the transferring member shall still be bound to the terms of this Operating Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional member pursuant to this Operating Agreement. The terms and conditions of a transfer of a membership interest may be established by written agreement of the members.

2.19. Transfer to Family Members. For purposes of this section, the restriction on the transfer or assignment of a LLC interest shall not apply to transfers or assignments to a member's immediate family, including his or her spouse, children, or a trust, corporation, or other entity controlled by the transferring member. Any permitted transferee will be subject to the same restrictions on any subsequent transfers as herein contained.

2.20. Death of a Member. The personal representative of a deceased member's estate, or his or her contract beneficiary, may exercise all of the decedent's rights and powers as a member, and the decedent's membership interest in the company shall continue and may pass, without restrictions, to the member's spouse, children or a third person unless, within 90 days of the date of death, the company elects to purchase the deceased members interest at the value set forth in Schedule B which values shall be updated annually, and not later than April 15th of each year. The beginning value shall be the capital contribution set forth on Exhibit A. It is specifically provided that a member may prepare a written and acknowledged document in which he or she designates one or more beneficiaries to receive that person's membership interest, and his or her written designation of said beneficiary will be binding upon the company if delivered to the company before or within at least sixty (60) days after the death of the member provided said agreement was approved by the company prior to the members death.

2.21. Distribution in Kind. Except as provided by the Articles or this Operating Agreement, specifically Section 6.04 hereof, a member, regardless of the nature of the member's contribution, may not demand or receive a distribution from this company in any form other than cash.

2.22. Right to Distribution. Subject to the Act, at the time a member becomes entitled to receive a distribution, with respect to a distribution, that member has the status of and is entitled to all remedies available to a creditor of the company.

2.23. Limitation on Distribution.

A. This company may not make a distribution to its members to the extent that, immediately after giving effect to the distribution, all liabilities of this company, other than liabilities to members with respect to their interests and liabilities for which the recourse of creditors is limited to specified property of this company, exceed the fair value of this company's assets, except that the fair value of property that is subject to a liability for which recourse of creditors is limited shall be included in this company's assets only to the extent that the fair value of that property exceeds that liability.

B. A member who receives a distribution that is not permitted under this Operating Agreement has no liability under the Act to return the distribution unless the member knew that the distribution violated the prohibition of the Act. This does not affect any obligation of the members under this Operating Agreement or other applicable law to return the distribution.

ARTICLE III CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. Contemporaneously with the execution by such member of this Operating Agreement, each member shall make the capital contribution described for that member in on Exhibit "A".

3.02. Subsequent Contributions. Without creating any rights in favor of any third party, each member shall contribute to the company, in cash, on or before the date specified as hereinafter described, that member's sharing ratio of all monies that in the judgment of a 55% vote of the members under Article IV are necessary to enable the company to cause the assets of the company to be properly operated and maintained and to charge its costs, expenses, obligations, and liabilities. The company shall notify each member of the need for capital contributions pursuant to Section 3.02 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the capital contributions and a date (which date may be no earlier than the fifth business day following each member's receipt of its notice) before which the capital contributions must be made. Notices for capital contributions must be made to each member in accordance with their sharing ratios.

3.03. Failure to Contribute.

A. If a member does not contribute by the time required all or any portion of a capital contribution that member is required to make as provided in this Operating Agreement, the company may exercise, on notice to that member (the "delinquent member"), one or more of the following remedies:

(1) taking such action (including, without limitation, court proceedings) as the majority of members may deem appropriate to obtain payment by the delinquent member of the portion of the delinquent member's capital contribution that is in default together with interest thereon at twelve percent (12%) per annum from the date that the capital contribution was due until the date that it is made, all at the cost and expense of the delinquent member;

(2) permitting the other members in proportion to their sharing ratios or in such other percentages as they may agree (the "lending member," whether one or more), to advance the portion of the delinquent member's capital contribution that is in default, with the following results:

(a) the sum advanced constitutes a loan from the lending member to the delinquent member and a capital contribution of that sum to the company by the delinquent member pursuant to the applicable provisions of this Operating Agreement,

(b) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth day after written demand therefore by the lending member to the delinquent member,

(c) the amount loaned bears interest at twelve percent (12%) per annum from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the lending member.

(d) all distributions from the company that otherwise would be made to the delinquent member (whether before or after dissolution of the company) instead shall be paid to the lending member until the loan and all interest accrued on it have been paid in full to the lending member (with payments being applied first to accrued and unpaid interest and then to principal).

(e) the payment of the loan and interest accrued on it is secured by a security interest in the delinquent member's membership interest, and

(f) the lending member has the right, in addition to the other rights and remedies granted to it pursuant to this Operating Agreement or available to it at law or in equity, to take any action (including, without limitation, court proceedings) that the lending member may deem appropriate to obtain payment by the delinquent member of the loan and all accrued and unpaid interest on it, at the cost and expense of the delinquent member;

(3) exercising the rights of a secured party under the Uniform Commercial Code of the State of South Dakota; or

(4) exercising any other rights and remedies available at law or in equity.

3.04. Return of Contributions. Except as permitted under the South Dakota Limited Liability Company Act, a member is not otherwise entitled to the return of any part of its capital contributions or to be paid interest in respect of either its capital account or its capital contributions. An unrepaid capital contribution is not a liability of the company or of any member. A member is not required to contribute or to lend any cash or property to the company to enable the company to return any member's capital contributions.

3.05. Advances by Members. If the company does not have sufficient cash to pay its obligations, any member(s) that may agree to do so with the consent of a majority of the members, may advance all or part of the needed funds to or on behalf of the company. An advance described in this section constitutes a loan from the member to the company, bears interest at the Wall Street Journal Prime Rate plus up to 6% as may be determined by the member from the date of the advance until the date of payment, and is not a capital contribution. No member shall be compelled or required to make an advance pursuant to this Section 3.05.

3.06. Capital Accounts. A capital account shall be established and maintained for each member. Each member's capital account (a) shall be increased by (i) the amount of money contributed by that member to the company, (ii) the fair market value of any property contributed by that member to the company (net of liabilities secured by the contributed property that the company is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that member of company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that member by the company, (ii) the fair market value of property distributed to that member by the company (net of liabilities secured by the distributed property that the member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that member of expenditures of the company described in Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof), including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). A member that has more than one membership unit shall have a single capital account that reflects all of its membership units, regardless of the class of membership units owned by that member and regardless of the time or manner in which those membership units were acquired. On the transfer of all or part of a membership unit, the capital account of the transferor that is attributable to the transferred membership unit or part thereof shall carry over to the transferee member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

**ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS**

4.01. Allocations.

A. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1-(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction, and credit of the company shall be allocated among the members in accordance with their sharing ratios.

B. All items of income, gain, loss, deduction, and credit allocable to any membership unit that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that membership interest without regard to the results of company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Code and the regulations there under.

4.02. Distributions.

A. From time to time the members shall determine in their reasonable judgment to what extent (if any) the company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, a majority of the members may cause the company to distribute to the members, in accordance with their sharing ratios, an amount in cash equal to that excess.

B. From time to time a majority of members also may cause property of the company other than cash to be distributed to the members, which distribution must be made in accordance with their sharing ratios and may be made subject to existing liabilities and obligations. Immediately prior to such a distribution, the capital accounts of the members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. Notwithstanding anything to the contrary in 4.02 A. and 4.02 B. above, if a majority of the members so elect, distributions of profits, losses, or return of capital may be withheld to accomplish the business purposes of the company as may be established from time to time.

**ARTICLE V
MANAGEMENT BY MEMBERS**

5.01. Management by Members.

A. Subject to the provisions of Sections 5.02 and Article VI, (i) the powers of the company shall be exercised by or under the authority of, and the business and affairs of the company shall be managed under the direction of, the members; (ii) on each

matter on which a member is entitled to vote, a member shall have one vote for each membership unit owned by the member; and (iii) the members may make all decisions and take all actions for the company not otherwise provided for in this Operating Agreement including, without limitation, the following:

(1) entering into, making, and performing contracts, agreements, and other undertakings binding the company that may be necessary, appropriate, or advisable in furtherance of the purposes of the company and making all decisions and waivers thereunder;

(2) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(3) maintaining the assets of the company in good order;

(4) collecting sums due the company;

(5) to the extent that funds of the company are available therefore, paying debts and obligations of the company;

(6) acquiring, utilizing for company purposes, and disposing of any asset of the company;

(7) borrowing money or otherwise committing the credit of the company for company activities and voluntary prepayments or extensions of debt;

(8) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(9) obtaining insurance for the company;

(10) determining distributions of company cash and other property as provided in Section 4.02;

B. Notwithstanding the provisions of Section 5.01(A), the members may not cause the company to do any of the following without complying with the applicable requirements set forth below:

(1) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all the company's property and assets (with or without good will), other than in the usual and regular course of the company's business, without complying with the applicable procedures set forth in the Act;

(2) be a party to (i) a merger, or (ii) an exchange or acquisition without complying with the applicable procedures set forth in the Act;

(3) amend or restate the Articles, without complying with the applicable procedures set forth in the Act.

5.02. Actions by Members; Committees; Delegation of Authority and Duties.

A. In managing the business and affairs of the company and exercising its powers, the members shall act (i) collectively through meetings and written consents consistent as may be provided or limited in other provisions of this Operating Agreement; (ii) through committees pursuant to Section 5.02(B); and (iii) through members to whom authority and duties have been delegated pursuant to Section 5.02(C).

B. The members may, from time to time, designate one or more committees, each of which shall be comprised of one or more members. Any such committee, to the extent provided in such resolution or in the Articles or this Operating Agreement, shall have and may exercise all of the authority of the members, subject to the limitations set forth in the Act. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum, and the affirmative vote of a majority of the members present shall be necessary for the adoption of any resolution. The members may dissolve any committee at any time, unless otherwise provided in the Articles or this Operating Agreement.

C. The members may, from time to time, delegate to one or more members such authority and duties as the members may deem advisable. In addition, the members may assign titles (including, without limitation, Operating Manager, Assistant Operating Manager, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer) to any such member. Unless the members decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such member of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to the first sentence of this Section 5.02(C). Any number of titles may be held by the same member. Any delegation pursuant to this Section 5.02(C) may be revoked at any time by the members.

D. Any person dealing with the company, other than a member, may rely on the authority of any member or officer in taking any action in the name of the company without inquiry into the provisions of this Operating Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Operating Agreement.

5.03. Powers of Members. Every member is an agent of this company for the purpose of its business and the act of a member, including the execution in the name of the company of any instrument for apparently carrying on in the usual way the business of

this company, binds the company unless the member so acting otherwise lacks the authority to act for this company and the person with whom the member is dealing has knowledge of the fact that the member has no such authority.

5.04. Conveyance of Real and Personal Property. Instruments and documents providing for the acquisition, mortgage or disposition of the property of the company shall be valid and binding upon the company if executed by any number of member(s) holding a majority in interest in the company; subject, however, to the requirements of Article VI below.

5.05. Action by Barry Peterson.

A. Notwithstanding the provisions contained in 501(A), 501(B), and 502 (A)-(D), member, Barry Peterson, shall have full authority, to enter into any agreement on behalf of the limited liability company with any banking institution or any other entity so long as Barry Peterson is personally guaranteeing the obligation thereof and in that case no vote of the members will be required to effectuate the pledging of any and/or all assets of the company to secure said obligation. This provision shall remain in full force and effect even though the other members of the company are or may be required to also guarantee said obligation. The reason this provision is contained in this agreement is that it is the personal net worth of Barry Peterson that is allowing this limited liability company to be in existence and to secure financing and purchase property and that, the remaining members agree that even though they may also be personally liable, Barry Peterson's exposure on said obligation is such that he should have the power to enter into any agreement without the formality of any vote. This provision is specifically given so that Barry Peterson may execute any and all loan agreements with Great Western Bank of Rapid City, South Dakota and this provision takes precedence over the normal management provisions contained in this agreement.

B. Great Western Bank is hereby selected as the initial bank for this limited liability company, and Barry Peterson is authorized to direct such signatory authority as he may deem appropriate for the opening for all loans and accounts.

**ARTICLE VII
INDEMNIFICATION**

The members shall be entitled to indemnification for their actions on behalf of the company as set forth in the Articles of Organization.

**ARTICLE VIII
CERTIFICATES AND MEMBERS**

Certificates representing membership interests in the company shall be in such form as shall be determined by the members. Such certificates shall be signed by at least two members. All certificates for shares shall be consecutively numbered or otherwise

identified. The name and address of the person to whom the certificates are issued, with the number of units of ownership and dates of issue, shall be consecutively numbered or otherwise identified. The name and address of the person to whom the membership represented thereby are issued, with the number of units and the date of issue, shall be entered on the transfer books of the company. All membership certificates surrendered to the corporation for transfer shall be canceled and no new certificates shall be issued until the former certificate for a like number of units shall have been surrendered and canceled, except that in the case of a loss, destroyed or mutilated membership certificate, a new one may be issued therefore upon such terms and indemnity to the company as the members may prescribe.

ARTICLE IX DISSOLUTION, LIQUIDATION AND TERMINATION

9.01. **Dissolution.** The company shall dissolve and its affairs shall be wound up on the first to occur of the following:

- A. The written consent of all members.
- B. The expiration of the period fixed for the duration of the company set forth in the Articles.
- C. Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the company, unless there is at least two remaining members and the business of this company is continued by the consent of all remaining members, and, the remaining members, secure, within 90 days of the date of death the release of all personal guarantees so that the deceased member's estate will not have to deal with any contingent liabilities of the decedent.
- D. Entry of a decree of judicial dissolution of the company under the Act.

9.02. **Liquidation and Termination.** On dissolution of the company, the members will appoint one or more members as a liquidator. The liquidator shall proceed diligently to wind up the affairs of the company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a company expense. Until final distribution, the liquidator shall continue to operate the company properties with all of the power and authority of the members. The steps to be accomplished by the liquidator are as follows:

- A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by an accountant of the company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

B. The liquidator shall pay, satisfy or discharge from company funds all of the debts, liabilities and obligations of the company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 3.05) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine).

C. All remaining assets of the company shall be distributed to the members as follows:

(1) the liquidator may sell any or all company property, including to members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the members;

(2) with respect to all company property that has not been sold, the fair market value of that property shall be determined and the capital accounts of the members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) company property shall be distributed among the members in accordance with the positive capital account balances of the members, as determined after taking into account all capital account adjustments for the taxable year of the company during which the liquidation of the partnership occurs (other than those made by reason of this clause (3)); and those distributions shall be made by the end of the taxable year of the company during which the liquidation of the company occurs (or, if later, ninety days after the date of the liquidation).

All distributions in kind to the members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section 8.02. The distribution of cash and/or property to a member in accordance with the provisions of this Section 8.02 constitutes a complete return to the member of its capital contributions and a complete distribution to the member of its membership interest.

9.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any member results from or is attributable to deductions and losses of the company (including non-cash items such as depreciation), or distributions of money pursuant to this Operating Agreement to all members in proportion to their respective sharing ratios, upon dissolution of the company such deficit shall not be an asset of the company and such members shall not be obligated to contribute such amount to the company to bring the balance of such member's capital account to zero.

9.04. **Articles of Dissolution.** On completion of the distribution of company assets as provided herein, the company is terminated, and an authorized member or members shall file Articles of Dissolution with the Secretary of State of South Dakota, and take such other actions as may be necessary to terminate the company.

ARTICLE X GENERAL PROVISIONS

10.01. Books and Records.

A. The company shall maintain those books and records as provided by statute and as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the members from time to time and to the extent expressly provided by statute, and not otherwise. The company shall keep and maintain the following records in its principal office in South Dakota or make them available in that office within five days after the date of receipt of a written request of a member:

- (1) a current list that states:
 - (a) the name and mailing address of each member;
 - (b) the percentage or other interest in the company owned by each member; and
 - (c) if one or more classes or groups are established in or under the Articles of this Operating Agreement, the names of the members who are members of each specified class or group;
- (2) copies of the federal, state, and local information or income tax returns for the company's three most recent tax years;
- (3) a copy of the Articles and this Operating Agreement, all amendments or restatements, executed copies of any powers of attorney, and copies of any document that creates, in the manner provided by the Articles of this Operating Agreement, classes or groups of members;
- (4) unless contained in the Articles of this Operating Agreement, a written statement of:
 - (a) the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each member, and the amount of the cash contribution and a description

and statement of the agreed value of any other contribution that the member has agreed to make in the future as an additional contribution;

(b) the times at which additional contributions are to be made or events requiring additional contributions to be made;

(c) events requiring the company to be dissolved and its affairs wound up; and

(d) the date on which each member in the company became a member; and

(5) correct and complete books and records of account of the company.

B. The company shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The company shall keep in its registered office in South Dakota and make available to members on reasonable request the street address of its principal South Dakota office in which the records required by this section are maintained or will be available.

D. A member or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the member's or assignee's representative, at any reasonable time, for any proper purpose, and at the member's expense, records required to be kept under this section and other information regarding the business, affairs, and financial condition of the company as is just and reasonable for the person to examine and copy.

E. On the written request by any member or an assignee of a membership interest made to the person and address designated in this Operating Agreement, the company shall provide to the requesting member or assignee without charge true copies of:

(1) the Articles and this Operating Agreement and all amendments or restatements; and

(2) any of the tax returns described in the Act.

10.02. Amendment or Modification. The powers to alter, amend, or repeal this Operating Agreement or adopt a new Operating Agreement are vested in the members by a majority vote of the membership interest.

10.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the

company shall be signed or endorsed by a person or persons designated by the majority of members in interest.

10.04. Identification as Limited Liability Company. The identification "Limited Liability Company" or "L.L.C." shall appear after the name "BLP" on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the company.

10.05. Headings. The headings used in this Operating Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

10.06. Construction. Whenever the context so requires, the gender of all words used in this Operating Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. All references to Articles and Sections refer to articles and sections herein, and all references to Exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion shall be invalid or inoperative, then, so far as is reasonable and possible:

- A. The remainder shall be considered valid and operative; and
- B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

10.07. Entire Agreement; Supersedure. This Operating Agreement constitutes the entire agreement of the members and their affiliates relating to the company and supersedes all prior contracts or agreements with respect to the company, whether oral or written.

10.08. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the company is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that person with respect to the company. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the company, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute-of-limitations period has run.

10.09. Binding Effect. Subject to the restrictions on dispositions set forth in this Operating Agreement, this Operating Agreement is binding on and inures to the benefit of the members and their respective heirs, legal representatives, successors, and assigns.

10.10. Governing Law; Severability. THIS OPERATING AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF SOUTH DAKOTA, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THESE REGULATIONS TO THE LAW OF ANOTHER JURISDICTION. In the event of a

direct conflict between the provisions of this Operating Agreement and (a) any provision of the Articles, or (b) any mandatory provision of the Act or (to the extent such statutes are incorporated into the Act), the application provision of the Articles or the Act shall control. If any provision of this Operating Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

10.11. Further Assurances. In connection with this Operating Agreement and the transactions contemplated hereto, each member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and those transactions.

10.12. Notice to Members of Provisions of this Agreement. By executing this Operating Agreement, each member acknowledges that it has actual notice of (a) all of the provisions of this Operating Agreement including, without limitation, the restrictions on the transfer of membership interests set forth in Article III, and (b) all of the provisions of the Articles. Each member hereby agrees that this Operating Agreement constitutes adequate notice of all such provisions, and each member hereby waives any requirements that any further notice there under be given.

10.13. Counterparts. This Operating Agreement may be executed in any member of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

10.14. Conflicting Provisions. To the extent that one or more provisions of this Operating Agreement appear to be in conflict with one another, then a majority of the members shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the members, in interpreting the provisions of this Operating Agreement to accomplish the purposes and objectives of the company, and the members may apply this Operating Agreement in such a manner as to be in the best interest of the company, in their sole discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more members.

THE UNDERSIGNED, being the initial members as specified in the Articles of Organization, hereby certify that the foregoing Operating Agreement was unanimously adopted by the members effective March 23, 2006, to **WITNESS WHICH** we have hereunto affixed our signatures.

Barry Peterson, Member

Luke Peterson, Member

EXHIBIT A

MEMBERSHIP INTEREST

<u>MEMBER</u>	<u>PERCENTAGE</u>	<u>CAPITAL CONTRIBUTION</u>
Barry Peterson SSN: 503-64-6212	50%	\$500
Luke Peterson SSN: 520-98-5815	50%	\$500

U.S. Return of Partnership Income

Department of the Treasury
Internal Revenue Service

For calendar year 2008 or tax year beginning _____ 2008 ending _____ 20 _____

2008

▶ See separate instructions.

A Principal busn. activity Construction	Use the IRS label. Otherwise, print or type.	Name of partnership BLP, LLC	D Employer ID number 20-4577178
B Principal product/service Land subdivisi		Number, street, and room or suite no. If a P.O. box, see the instructions. 2340 Taggart Rd	E Date business started 03-23-2006
C Business code number 237210		City or town, state, and ZIP code Rapid City, SD 57701	F Total assets (see instructions) \$ 4,883,672

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return (6) Technical termination -- also check (1) or (2)

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ _____ **2**

J Check if Schedule M-3 attached

Caution. Include **only** trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Gross receipts or sales	1a	805,601		
	b Less returns and allowances	1b		1c	805,601
	2 Cost of goods sold (Schedule A, line 8)			2	991,076
	3 Gross profit. Subtract line 2 from line 1c			3	-185,475
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)			4	182,071
	5 Net farm profit (loss) (attach Schedule F (Form 1040))			5	
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			6	
	7 Other income (loss) (attach statement)			7	
8 Total income (loss). Combine lines 3 through 7			8	-3,404	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)			9	
	10 Guaranteed payments to partners			10	
	11 Repairs and maintenance			11	430
	12 Bad debts			12	
	13 Rent			13	
	14 Taxes and licenses		# 1	14	3,922
	15 Interest			15	
	16a Depreciation (if required, attach Form 4562)	16a	13,065		
	b Less depreciation reported on Schedule A and elsewhere on return	16b		16c	13,065
	17 Depletion (Do not deduct oil and gas depletion.)			17	
	18 Retirement plans, etc			18	
19 Employee benefit programs			19		
20 Other deductions (attach statement)		# 2	20	26,076	
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			21	43,493	
22 Ordinary business income (loss). Subtract line 21 from line 8			22	-46,897	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager _____ Date _____

May the IRS discuss this return with the preparer shown below (see inst.)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN P00046836
	Firm's name (or yours if self-employed). address, & ZIP code	Dalton and Company CPA PC 724 FRONT ST STE 617 Evanston, WY 82930		EIN ▶ 83-0255139 Phone no. (307) 789-3600

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

U.S. Return of Partnership Income

Department of the Treasury
Internal Revenue Service

For calendar year 2007, or tax year beginning _____, 2007, ending _____, 2007
▶ See separate instructions.

2007

A Principal busn. activity Construction	Use the IRS label. Otherwise, print or type.	Name of partnership BLP, LLC	D Employer ID number 20-4577178
B Principal product/service Land subdivisi		Number, street, and room or suite no. If a P.O. box, see the instructions. 1711 E Centre Street	E Date business started 03-23-2006
C Business code number 237210		City or town, state, and ZIP code Rapid City, SD 57703	F Total assets (see instructions) \$ 2,940,124

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ _____ 2

J Check if Schedule M-3 attached

Caution: Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a	Gross receipts or sales	1a	4,224,750	1c	4,224,750
	b	Less returns and allowances	1b			4,224,750
	2	Cost of goods sold (Schedule A, line 8)	2		4,356,463	
	3	Gross profit. Subtract line 2 from line 1c	3		-131,713	
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	4			
	5	Net farm profit (loss) (attach Schedule F (Form 1040))	5			
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6			
	7	Other income (loss) (attach statement)	7			
8	Total income (loss). Combine lines 3 through 7	8		-131,713		
Deductions (see the instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)	9			
	10	Guaranteed payments to partners	10			
	11	Repairs and maintenance	11		12,080	
	12	Bad debts	12			
	13	Rent	13			
	14	Taxes and licenses #1	14		38,443	
	15	Interest	15			
	16a	Depreciation (if required, attach Form 4562)	16a	21,878	16c	21,878
	b	Less depreciation reported on Schedule A and elsewhere on return	16b			
	17	Depletion (Do not deduct oil and gas depletion.)	17			
	18	Retirement plans, etc	18			
19	Employee benefit programs	19				
20	Other deductions (attach statement) #2	20		66,899		
21	Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21		139,300		
22	Ordinary business income (loss). Subtract line 21 from line 8	22		-271,013		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager _____ Date _____

May the IRS discuss this return with the preparer shown below (see inst.)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN P00046836
	Firm's name (or yours if self-employed), address, & ZIP code	Dalton and Company PC 724 Front St Ste 617 Evanston WY 82930		EIN ▶ 83-0255139 Phone no. 307-789-3600

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

U.S. Return of Partnership Income

Department of the Treasury
Internal Revenue Service

For calendar year 2006 or tax year beg. _____, 2006, & ending _____, 20 _____.
▶ See separate Instructions.

2006

A Principal busn. activity Construction	Use the IRS label. Otherwise, print or type.	Name of partnership BLP, LLC	D Employer ID number 20-4577178
B Principal product/service Land subdivisi		Number, street, and room or suite no. If a P.O. box, see the instructions. 1711 E Centre Street	E Date business started 03-23-2006
C Business code number 237210		City or town, state, and ZIP code Rapid City, SD 57703	F Total assets (see instructions) \$ 2,817,414

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during tax year ▶ _____ **2**

J Check if Schedule M-3 required (attach Schedule M-3) _____

Caution. Include **only** trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1a Gross receipts or sales	1a	982,000			
	b Less returns and allowances	1b		1c	982,000	
	2 Cost of goods sold (Schedule A, line 8)	2			977,505	
	3 Gross profit. Subtract line 2 from line 1c	3			4,495	
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)	4				
	5 Net farm profit (loss) (attach Schedule F (Form 1040))	5				
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6				
	7 Other income (loss) (attach statement)	7				
8 Total income (loss). Combine lines 3 through 7	8				4,495	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)	9				
	10 Guaranteed payments to partners	10				
	11 Repairs and maintenance	11				
	12 Bad debts	12				
	13 Rent	13				
	14 Taxes and licenses	14	#1			621
	15 Interest	15				
	16a Depreciation (if required, attach Form 4562)	16a				
	b Less depreciation reported on Schedule A and elsewhere on return	16b			16c	
	17 Depletion (Do not deduct oil and gas depletion.)	17				
	18 Retirement plans, etc	18				
19 Employee benefit programs	19					
20 Other deductions (attach statement)	20	#2			80,024	
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20	21				80,645	
22 Ordinary business income (loss). Subtract line 21 from line 8	22				-76,150	
23 Credit for federal telephone excise tax paid (attach Form 8913)	23					

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager: _____ Date: _____

May the IRS discuss this return with the preparer shown below (see inst.)? Yes No

Paid Preparer's Use Only

Preparer's signature: *D. Dalton* Date: **2/5/2007**

Check if self-employed

Preparer's SSN or PTIN: **P00046836**

Firm's name (or yours if self-employed), address, & ZIP code: **Dalton & Company CPA PC
724 FRONT ST STE 617
Evanston WY 82930**

EIN: **83-0255139**

Phone no.: **307-789-3600**