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AGREEMENT OF MERGER

THIS Agreement of Merger, made this 25th day of February, 1955, by and between FEDERAL URANIUM CORPORATION, a Utah corporation (hereinafter called "Federal"), UTIDA URANIUM COMPANY, INC., an Idaho corporation (hereinafter called "Utida"), INTERSTATE URANIUM, INC., a Utah corporation (hereinafter called "Interstate"), WESTERN STATES URANIUM, INC., a Utah corporation (hereinafter called "Western"), HOWELL MINING COMPANY, a Utah corporation (hereinafter called "Howell"), KENTUCKY-UTAH MINING COMPANY, a Utah corporation (hereinafter called "Kentucky-Utah"), SANTA FE URANIUM COMPANY, a Utah corporation (hereinafter called "Santa Fe"), U. & I. URANIUM CORPORATION, an Idaho corporation (hereinafter called "U. & I"), FOURTEEN GROUP, INC., a New Mexico corporation (hereinafter called "Fourteen Group"), URANIUM PROSPECTORS, INC., a Nevada corporation (hereinafter called "Prospectors"), and FEDERAL URANIUM CORPORATION, a Nevada corporation (hereinafter called "Federal Nevada"), all of which corporations are hereinafter sometimes called the "Constituent Corporations", and Federal Nevada being sometimes hereinafter called the "Surviving Corporation";

W I T N E S S E T H :

WHEREAS Federal represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Utah on December 31, 1953 and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on December 31, 1953, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 8,000,000 shares of common stock, par value 25¢ per share, of which there are outstanding 4,822,040 of such shares or the equivalent thereof, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Utida represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Idaho on April 16, 1954, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Bannock on April 17, 1954, and is a corporation duly organized and validly existing under the laws of the State of Idaho,

EPA-R9-2015-010125 Production VOL004

having an authorized capital of 10,000,000 shares of common stock, par value 1¢ per share, of which there are outstanding 8,972,333 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued shares, respectively; and

WHEREAS Interstate represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Utah on June 2, 1954, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on June 2, 1954, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 25,000,000 shares of common stock, par value 1¢ per share, of which there are outstanding 14,052,000 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Western represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Utah on June 13, 1954, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on June 13, 1954, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 10,000,000 shares of common stock, par value 1¢ per share, non-assessable, of which there are outstanding 6,209,000 of such shares (of which 300,000 shares are held by Howell), said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Howell represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Utah on November 1, 1910, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on November 1, 1910, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 3,000,000 shares of common stock, par value 5¢ per share, assessable, of which there are outstanding 1,800,000 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Kentucky-Utah represents that it filed its Articles of Incor-

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EPA-R9-2015-010125 Production VOL004

poration in the Office of the Secretary of State of Utah on June 22, 1928, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on June 22, 1928, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 2,500,000 shares of common stock, par value 10¢ per share, assessable, of which there are outstanding 2,491,770 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Santa Fe represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Utah on May 19, 1954, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Salt Lake on May 19, 1954, and is a corporation duly organized and validly existing under the laws of the State of Utah, having an authorized capital of 6,000,000 shares of common stock, par value 5¢ per share, non-assessable, of which there are outstanding 3,016,250 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS U. &. I. represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Idaho on March 24, 1954, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Shoshone on March 26, 1954, and is a corporation duly organized and validly existing under the laws of the State of Idaho, having an authorized capital of 10,000,000 shares of common stock, par value 10¢ per share of which there are outstanding 8,000,000 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Fourteen Group represents that it filed its Certificate of Incorporation in the Office of the State Corporation Commission of New Mexico on December 27, 1954 and filed a copy thereof, certified by the Secretary of said State Corporation Commission, in the Office of the County Clerk of the County of Bernalillo, on December 31, 1954, and is a corporation duly organized and validly existing under and by virtue of Chapter 54 of Statutes Annotated 1941 of the State of New Mexico, having an authorized capital of 1,000,000 shares of common

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EPA-R9-2015-010125 Production VOL004

stock, par value $1 per share, of which there are outstanding 60,000 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively, the principal office of said Fourteen Group being located at 211 Central West, Albuquerque, Bernalillo County, New Mexico, and Melvin D. Rueckhaus being the Agent therein upon whom process against said Fourteen Group may be served within New Mexico; and

WHEREAS Prospectors represents that it filed its Articles of Incorporation in the Office of the Secretary of State of Nevada on January 26, 1955, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Washoe on January 31, 1955, and is a corporation duly organized and validly existing under the laws of the State of Nevada, having an authorized capital of 1,000,000 shares of common stock, par value 25¢ per share, non-assessable, of which there are outstanding 674,322 of such shares, said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Federal Nevada represents that it filed its Certificate of Incorporation in the Office of the Secretary of State of Nevada on January 4, 1955, and filed a copy thereof, certified by said Secretary of State, in the Office of the County Clerk of the County of Washoe on January 10, 1955, and is a corporation duly organized and validly existing under the laws of the State of Nevada, having an authorized capital of 7,500,000 shares of common stock, par value 50¢ per share, of which there are outstanding 1,000 of such shares (said 1,000 shares being held by Federal), said stock being its only stock and said numbers of shares being the total number of its authorized, and issued, shares, respectively; and

WHEREAS Federal represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in capital stock, in personal property and other property, all as more particularly set forth in Exhibit "A" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "A" set forth; and

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EPA-R9-2015-010125 Production VOL004

WHEREAS Utida represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "B" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "B" set forth; and

WHEREAS Interstate represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "C" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "C" set forth; and

WHEREAS Western represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "D" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "D" set forth; and

WHEREAS Howell represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "E" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "E" set forth; and

WHEREAS Kentucky-Utah represents that to the best of its information and belief, it has good and valid title in and to the patented mining claims as listed on Exhibit "F" attached hereto and fully made a part hereof, subject, however, as in said Exhibit "F" set forth, and good and valid title, except as against the United States of America, in and to the unpatented mining

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EPA-R9-2015-010125 Production VOL004

claims, interests in unpatented mining claims, mineral leases, royalties, overriding royalties, capital stock of other corporations, personal property and other property, all as more particularly set forth in said Exhibit "F", subject, however as in said Exhibit "F" set forth; and

WHEREAS U. & I. represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "G" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "G" set forth; and

WHEREAS Fourteen Group represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "H" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "H" set forth; and

WHEREAS Prospectors represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "I" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "I" set forth; and

WHEREAS Santa Fe represents that to the best of its information and belief it has good and valid title, except as against the United States of America, in and to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property, all as more particularly set forth in Exhibit "J" annexed hereto and fully made a part hereof, subject, however, as in said Exhibit "J" set forth; and

WHEREAS Federal represents that as of the date hereof it has cash in

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EPA-R9-2015-010125 Production VOL004

excess of $50,000.00, which sum is sufficient to pay and discharge all its outstanding liabilities, other than outstanding royalty interests covering the interests in mining claims and interests in mineral leases owned by Federal and described in Exhibit "A", and to leave a net balance of not less than $45,000.00; and

WHEREAS Utida represents that as of the date hereof it has cash in excess of $30,000.00, which sum is sufficient to pay and discharge all its outstanding liabilities other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Utida and described in Exhibit "B", and to leave a net balance of not less than $10,000.00; and

WHEREAS Interstate represents that as of the date hereof it has cash in excess of $126,640.00 which sum is sufficient to pay and discharge all its outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Interstate and described in Exhibit "C", and to leave a net balance of not less than $126,640.00; and

WHEREAS Western represents that as of the date hereof it has cash in excess of $33,000.00, which sum is sufficient to pay and discharge all its outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Western and described in Exhibit "D", and to leave a net balance of not less than $33,000.00; and

WHEREAS Howell represents that as of the date hereof it has cash and other assets which may be liquidated in excess of $48,000.00, which sum is sufficient to pay and discharge all its outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Howell and described in Exhibit "E", and to leave a net balance of not less than $38,000.00; and

WHEREAS Kentucky-Utah represents that as of the date hereof it has cash in excess of $20,000.00, which sum is sufficient to pay and discharge all its outstanding current bills and to leave a net balance of not less than $15,000.00; and

WHEREAS Kentucky-Utah represents that as of the date hereof its only liabilities, other than current bills, are as follows:

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EPA-R9-2015-010125 Production VOL004

(a) Kentucky-Utah is the buyer under two separate agreements covering the purchase by Kentucky-Utah from various individuals of the entire outstanding capital stock of Plateau Mining Company (Colorado)--160,000 shares at a price of $5.00 per share, or $800,000.00. One agreement covers 110,000 shares, all held in escrow by First National Bank at Grand Junction, and there is still due on this block of stock $222,500 payable on or before July 10, 1955. The other agreement applies to 50,000 shares, also in escrow at the above bank, with balance of $110,092.50 payable by August 10, 1955.

(b) On or before June 15, 1955, Kentucky-Utah is obligated to deliver unto Uranium Enterprises, Inc. 7,500 shares of the Surviving Corporation, if and in the event, Kentucky-Utah is merged into the Surviving Corporation.

(c) On demand of David R. Abbott, Kentucky-Utah is obligated to deposit $3,000 in escrow, to be held in escrow until the said David R. Abbott has acquired legal record title to an undivided twenty-five per cent interest in the south 8/15 of the Fault Claim, San Juan County, Utah, and when said interest has been established said $3,000 is to be paid over to Mr. Abbott. In addition thereto, Kentucky-Utah is obligated on demand of David R. Abbott to pay up to an additional $5,000 in escrow, which sum is to be paid at the rate of five per cent of the gross proceeds from the sale of all ore mined from said south 8/15th of the Fault Claim. Said sums so paid shall be held in escrow until the said David R. Abbott has established legal and record title to 25% of said Fault Claim and at that time said money shall be paid over to him.

(d) A contingent liability of $7,000 payable to L. R. Weeks. Said amount represents part of the purchase price of the Leslie, Larry and Phelps group in the Gateway Mining District, Colorado, and is payable out of the proceeds from the sale or operation of said claims or the leasing of said claims. At the present time, Kentucky-Utah is being sued in the Third Judicial Court, Salt Lake City, Utah by Mr. Weeks, it being his contention that the $7,000 accrued as a firm obligation on March 24, 1951 due to Kentucky-Utah having leased said claims on that date to S. Y. Guthrie, Adam K. Grafe and Thomas J. Bate, predecessors in interest of Sabre Uranium Corp., the present assignee of said lease. Since the acquisition of said claims by Kentucky-Utah,

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EPA-R9-2015-010125 Production VOL004

there has been no production or royalties from said claims; and

WHEREAS U. & I. represents that as of the date hereof it has no outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by U. & I. and described in Exhibit "G"; and

WHEREAS Fourteen Group represents that as of the date hereof it has no outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Fourteen Group and described in Exhibit "H"; and

WHEREAS Prospectors represents that as of the date hereof it has no outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Prospectors and described in Exhibit "I"; and

WHEREAS Santa Fe represents that as of the date hereof it has no outstanding liabilities, other than outstanding royalty interests covering interests in mining claims and interests in mineral leases owned by Santa Fe and described in Exhibit "J"; and

WHEREAS Federal Nevada represents that as of the date hereof it has no outstanding liabilities; and

WHEREAS the Board of Directors of each of the Constituent Corporations, in consideration of the mutual agreements of said Corporations set forth herein, deem it advisable and generally to the welfare of said Corporations and their respective stockholders that Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe be merged into Federal Nevada, under and pursuant to the terms and conditions hereinafter set forth, the corporate existence of Federal Nevada to be continued under and pursuant to the laws of the State of Nevada and to be governed by the laws of the State of Nevada;

NOW, THEREFORE, each of the Constituent Corporations, by and between their respective Boards of Directors, in consideration of the premises and of the agreements, promises, covenants, grants and provisions herein contained, have agreed and do hereby agree with each other, subject to the adoption of

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EPA-R9-2015-010125 Production VOL004

this Agreement of Merger by the respective stockholders of each of said Corporations, and subject to the conditions hereinafter set forth, that Federal Nevada merge into itself Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe, and likewise that Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe be merged into Federal Nevada, pursuant to the appropriate laws and statutes of the States of Utah, Idaho, New Mexico and Nevada, the corporate existence of Federal Nevada to be continued under the name of "Federal Uranium Corporation", and that thereafter the individual identities of Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe, shall cease, and to that end, subject as aforesaid, each of the Constituent Corporations hereby agrees upon and prescribes the terms and conditions of said Merger and of carrying the same into effect, and the manner and basis of causing the shares of each of the Constituent Corporations to constitute or be converted into shares of the Surviving Corporation, as follows:

1. Federal Nevada hereby merges into itself Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe and likewise Federal, Utida, Interstate, Western, Howell, Kentucky-Utah, U. & I., Fourteen Group, Prospectors and Santa Fe shall be and hereby are merged into Federal Nevada, which shall be the Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation shall on the Effective Date be and be deemed to be amended to read as follows (the term "Corporation" as used hereinafter referring to the Surviving Corporation):

2. The name of the Corporation shall be "Federal Uranium Corporation".

3. The laws of the State of Nevada are the laws that shall govern the Corporation. The principal office of the Corporation in the State of Nevada is to be located at Room 211, 206 North Virginia Street in the City of Reno, County of Washoe. The Corporation Trust Company of Nevada is hereby named as the Resident Agent of the Corporation and in charge of its said office at Reno, Nevada. The Corporation may maintain an office or offices in such other place or places within or without the State of Nevada as may be, from time to time, designated and may conduct all corporation business of every

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kind and nature, including the holding of all meetings of directors and stockholders, outside the State of Nevada the same as in the State of Nevada.

4. The nature of the business of the Corporation and the objects and purposes to be transacted, promoted or carried on by it are as follows:

To do any and all of the things hereinafter set forth to the same extent as natural persons might or could do in any part of the world, namely:

To engage in and carry on the business of mining, reducing, milling, concentrating, converting, smelting, quarrying, refining, treating, preparing for market, manufacturing, buying, selling, exchanging, and otherwise producing and dealing in all kinds of ores, minerals and metals, and in the products and by-products thereof, of every kind and description, and by whatever process the same can be or may hereafter be produced; and to acquire by discovery, location, patent, grant, purchase or otherwise, to take on lease or under agreement, work, operate, improve, own, hold, use, deal in, sell, exchange, lease, mortgage, convey or otherwise dispose of and deal in and with, mines and minerals, quarries, mining rights, claims and locations, and mineral deposits of whatever kind, or any and all yields, returns, outputs and products thereof or therefrom, also mill sites and mills and other works, and any and all properties, real or personal, necessary, suitable or proper, or in any manner available for, or in connection with, any of the mining or other business or operations of the Corporation.

To carry on as principals, agents, commission merchants, consignees, or in any capacity whatever, the business of mining, milling, concentrating, converting, smelting, refining, treating, preparing for market, manufacturing, buying, selling, exchanging and otherwise producing and dealing in gold, silver, copper, lead, uranium, thorium, vanadium, all other ore containing fissionable material, titanium, mercury, tungsten, zinc, iron, steel, coal, oil and salines, and all kinds of ores, metals, and minerals, and the products and by-products thereof and of every description.

To build, construct, equip, purchase, maintain, own, control, lease, operate, sell and otherwise acquire and dispose of mills, hoists, smelters, roads, tramways, power houses and plants, manufactories,

EPA-R9-2015-010125 Production VOL004

machinery and equipment necessary, proper or incident to the operations and business of the Corporation.

To enter into contracts with other persons, firms or corporations, and with governments, states and political subdivisions thereof, for mining or working mineral deposits, for the operations of canals, ditches and hydraulic works, and for the reduction, treatment, smelting and refining of the ores, minerals, oils, matte and bullion produced by the Corporation.

In general, to carry on the business of mining in all its branches, and to that end to acquire, own, improve, develop, sell, lease and convey lands and tenements, or any right, title, interest or privilege therein, and to search, explore and prospect for ores and minerals therein or thereupon.

To buy, own, sell, and lease petroleum lands; to locate petroleum, gas and other mineral lands under the laws of the United States or of any of the states of the United States, as well as under the laws of any territories and possessions of the United States and the laws of any foreign countries or political subdivisions thereof, where permitted by law so to do; to drill and bore wells for oil, water, gas, or any other substance; to buy, sell, own, lease, construct and operate oil wells and gas wells, machinery, tanks, and pipe lines, and to buy, sell, own, and lease all necessary lands, buildings and personal property in connection therewith or necessary for said purposes; to buy, own, sell, lease, construct, and operate factories, machinery, tanks and pipe lines for the refining and distilling and distribution of petroleum oils, gas, and other hydrocarbons or mixtures thereof.

To establish and maintain an oil business, with authority to contract for the lease and purchase of the right to prospect for, develop and use oil and other minerals, petroleum and gas; also the right to erect, build and own all oil tanks, cars and pipes necessary for the operation of said business.

To transact any manufacturing or mining business, and to purchase

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EPA-R9-2015-010125 Production VOL004

and sell goods, wares and merchandise used for such business.

To acquire by purchase or lease or otherwise lands, royalties or any and all other interests of every kind and character in established, new or prospective oil fields of any state of the United States, its territories or possessions, or any other locality in the world where permitted to so do for the purpose of prospecting for, and obtaining, oil, gas, salt, sulphur, or other minerals; and to that end to drill, or cause to be drilled, oil wells, or sink, or cause to be sunk, shafts for mining, and to buy, lease or otherwise acquire drilling rigs or other machinery or apparatus necessary to fully accomplish said purposes; and if oil or other minerals are found, then to market same to the best advantage.

To engage in the transportation of oil, gas, salt, sulphur or other minerals, either produced by the Corporation or other persons or corporations, by means of pipe lines, tramways, railroads, boats, barges or other conveyances, or to lease or sublease all or any part thereof to other persons or corporations for the like purpose, to purchase, lease, or otherwise acquire, pipe lines, tramways, railroads, boats, barges, tank cars, locomotives, pumping stations, steam plants, air plants and all other machinery and apparatus necessary or incidental thereto.

To build, construct, lease, purchase or otherwise acquire buildings, machinery and other apparatus for refining, smelting, manufacturing or otherwise working up the products of mineral lands, either produced by the Corporation or other persons or corporations, and to refine, smelt, manufacture or otherwise work up the by-products of said minerals and to operate the said plant and market the products or by- products as manufactured to the best advantage.

To engage in a general oil or mineral brokerage business by buying, selling, or otherwise trading in mineral lands or the products or by-products of mineral lands.

To carry on such other business pertaining to oil, gas, salt, sulphur or other minerals as may be found necessary, or desirable, or such as is generally engaged in by a corporation of this kind.

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EPA-R9-2015-010125 Production VOL004

To buy, acquire, sell, retain, deal in or otherwise dispose of, absolutely or contingently, petroleum and/or gas properties and interests (whether like or different) and any right, title or interest therein, and to do all other acts and things required to be done in connection therewith, either within the State of Nevada, or any other state, or any territory or possession of the United States, or in foreign countries.

To purchase lease contracts, in whole or in part, for oil and gas purposes; to own, hold or mine lands believed to contain or containing oil and gas and other minerals, and to engage in the business of producing natural gas or manufacturing the same for fuel, illuminating purposes and otherwise, and, in connection therewith, to construct gas lines to and from gas fields, build plants for the conversion or treatment of said gas or the manufacture of synthetic gas, and construct gas lines to purchasers; to acquire franchises, easements and any and all other rights which could or might be conducive to carrying out the purposes aforesaid.

In addition to its general powers of constructing and operating pipe lines for the transportation of oil in connection with the oil business, and gas in connection with the gas business, to engage in a general pipe line business, and, in connection therewith, to acquire by purchase or otherwise, or by the right of the exercise of eminent domain, rights of way for oil pipe lines, and to construct and maintain such pipe lines for the carriage and transportation of oil and/or gas, on its own behalf and hire, from oil wells along the course and route of any such pipe lines, and to construct tanks and maintain same in connection with the operation of said pipe lines.

To engage in the business of planting, growing, processing and marketing cotton, wheat, and any and all other agricultural products, and, in connection therewith, to purchase, lease or otherwise acquire lands for said purposes, and to sell, lease or otherwise dispose of such lands or the crops therefrom, and, where necessary, useful or expedient in the judgment of the Board of Directors, to construct plants for the manufacture of products and by-products from any of such agricultural

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EPA-R9-2015-010125 Production VOL004

products hereinabove referred to.

To act as agents, trustees, receivers, liquidators, managers, brokers, attorneys or referees or in any other station of trust or confidence in respect to the establishment and promotion of corporations or associations; to acquire, prosecute and execute undertakings, businesses, works, and enterprises of any description in Nevada or elsewhere.

To examine and inquire into, search for, prospect, explore and obtain information with respect to any business, property or undertaking, mines or property and report on the same, in the United States of America or elsewhere. To establish and promote or assist in establishing or promoting companies or associations for the acquisition, prosecution and execution of undertakings, businesses, works, projects, and enterprises of any and every description in the United States of America and elsewhere, and to acquire or dispose of and deal in shares and interests in such companies and associations and in any other companies or associations or undertakings thereof. To purchase or take on lease or in exchange, hire or otherwise acquire any real or personal property, rights, franchises or privileges which the Corporation may think suitable or convenient for any of the purposes of its business.

To pay out of the funds of the Corporation all expenses of or incidental to the examination and information in respect to any property, business or undertaking of the Corporation or any other corporation or corporations and the issue of its shares, stocks, obligations, or securities, including brokerage and commission for obtaining such property or undertaking or for placing its shares or underwriting shares, bonds, debentures or otherwise under the laws of Nevada or of any other state or country. To promote or establish and in any way to assist in promoting and establishing agencies; to establish and promote and bring out or issue any corporation, syndicate, association, or partnership, whether public or private, in the United States of America and/or elsewhere throughout the world. To enter into any arrangement with any government or authorities, supreme, local, municipal or otherwise, that may seem conducive to the Corporation's objects or any of them, and to obtain from any such government or authorities any rights, privileges and concessions which the Corporation may deem desirable to obtain and which may seem conducive to any objects of the

EPA-R9-2015-010125 Production VOL004

Corporation. Generally to undertake and transact any of the businesses of merchants, businessmen, financial agents, trustees or promoters which seem conducive to any of the objects of the Corporation.

To apply for, purchase, or otherwise acquire any and all letters patent, and similar rights, granted by the United States or any other country of government, licenses and the like, or any other interest therein, or any inventions which may seem capable of being used for or in connection with any of the objects or purposes of the Corporation; to deal in, use, develop, sell, and grant licenses and privileges in respect to said letters patent and similar rights, and to otherwise turn the same to account; to grant rights, privileges and licenses, exclusive or limited, for the use of patents and rights covered, granted and protected by patents, and to grant such rights, privileges, and licenses for the use of the processes covered by patents held or hereafter acquired by the Corporation, and to enter into contracts for the use of the same, and to provide by such contracts for the payment of royalties by the persons to whom such rights, privileges and licenses are granted, and likewise in consideration of the use of such rights, privileges and patents, to require the payment of cash bonuses or the issuance of shares of stock in corporations to which such rights, privileges or licenses may or shall be granted, and to provide for the payment of other or different remuneration in payment for the use thereof, or benefits to be derived therefrom, and to do any and all things that may be necessary, proper or convenient for the aforesaid purposes; to apply for, take out, acquire, own, use and dispose of trademarks, trade names, copyrights, devices, and improved or secret processes of every sort and description desirable and/or incidental to the purposes of the Corporation.

To purchase and/or lease plant sites, town sites, coal lands, oil shale lands, or deposits, timber tracts, oil sand, elaterite deposits, as well as farm lands.

To purchase, in the open market or otherwise, coal lands, oil shales, oil sands, elaterite, gilsonite, wood, wood products and vegetable matter.

To erect and operate carbonization plants, hydrogenation plants, plants for the manufacture of charcoal and coke, power plants, oil refineries, and such other plants and factories which might prove beneficial in carrying on the

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EPA-R9-2015-010125 Production VOL004

business of the Corporation.

To sell and market the products and by-products from any such plants operating by the Corporation, and in connection with such marketing, to establish and maintain sales representatives or agencies wherever designated by the Board of Directors.

To carry on a general coal mining and coking business, including the extraction, refining, processing, both by low and high temperature carbonization and by any other adaptable method of treating, and the marketing, both on a wholesale and retail basis, of coal and all the by-products thereof.

To acquire leases and prospecting permits upon deposits of uranium ore, thorium ore, all other ore containing fissionable material, titanium, coal, phosphate, other mineral deposits, sodium, gas, oil, oil shale lands or deposits, oil sands, elaterite, gilsonite deposits and lands containing such deposits whether owned by individuals, corporations or by the United States, or owned by individual states of the United States, the territories or possessions of the United States, or any foreign country or political subdivisions thereof, and search or prospect for mineral or any other type deposit as authorized in such leases or permits. To engage in serial mapping and seismograph work under contract or otherwise.

To own and operate experimental plants for the determination of any and every kind of industrial process.

To construct or otherwise acquire, and to maintain and operate a hotel or hotels, to buy and sell real estate, to construct or otherwise acquire houses for the use of its employees, and to sell, lease or otherwise deal with said houses; to engage in any business connected with the health, comfort or welfare of its employees; to acquire water rights and privileges, construct pipe lines and mains and establish waterworks with all necessary equipment, and to use, furnish, sell, and supply water; to locate, buy, sell, lease, construct, or otherwise acquire and maintain and operate a plant or plants to generate and produce electricity, and to store, use, furnish, sell and supply the

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EPA-R9-2015-010125 Production VOL004

same for lighting, heating, power or mechanical purposes. To carry on a general mercantile or merchandise business, and to purchase, sell, and deal in goods, supplies, and merchandise of every kind and description. To engage in general lumber and/or timber business, milling and allied interests, together with the building of such railroads, logging roads and other things necessary to the full and complete operation thereof.

To buy, sell, lease, improve and mortgage land.

To engage in any lawful activity.

To manufacture, buy, sell, and deal in, export, and import any and every kind or description of material, merchandise, product or other property, and to act as purchasing and selling agents therefor.

To build, own, and operate tramways, wagon roads, truck lines, railroads, or other means of transportation, as a common carrier or otherwise.

To loan or advance money to individuals, firms, or corporations on open account, or on personal or corporate notes of such individuals, firms or corporations, with or without security.

To enter into contracts of all kinds with firms, individuals, corporations, and civil, municipal, state or federal governmental authorities, whenever the same shall be authorized by the Directors of the Corporation, or by its By-Laws.

To carry on business at any place or places within the United States, its territories and/or possessions, and in any and all foreign countries, and to purchase, hold, mortgage, convey, lease, or otherwise dispose of, and deal in real and personal property at any such place or places.

To buy, sell, own and deal in real estate, livestock, bonds, securities and other properties of all kinds, on its own account and for commission, in the United States and elsewhere.

To purchase, hold, pledge, transfer, sell, or otherwise dispose of or deal in, shares of the capital stock, bonds, debentures, notes or other securities or evidences of indebtedness of any cor-

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EPA-R9-2015-010125 Production VOL004

poration, to receive, collect and dispose of dividends, interests or other income on such securities held by it, and do any and all acts and things tending to increase the value of the Corporation; to issue bonds and secure the same by pledge or deed of trust of or upon any part of such securities or other property held or owned by the Corporation and to sell or pledge such bonds for proper corporate purposes and in the promotion of its corporate business; to purchase, receive, hold and dispose of any securities of any person or corporation, whether such securities shall be bonds, mortgages, debentures, notes, shares of capital stock or otherwise, and in respect to any such securities, to exercise any and all rights and privileges of ownership thereof, and generally to act as investment brokers, agents or principals.

To borrow and lend money and negotiate loans; to draw, accept, endorse, buy and sell promissory notes, bonds, stocks, debentures, coupons, and other securities; to issue on commission, subscribe for, take, acquire, hold, sell, exchange and deal in shares, stocks, bonds, obligations and securities of any government, governmental subdivision or agency, or company; to form, promote, subsidize and assist corporations, syndicates or partnerships of all kinds, and to finance and refinance the same. To develop and turn to account any land acquired by or in which the Corporation is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, repairing, pulling down, decorating, maintaining, planting, paving, draining, furnishing, fitting up and improving, buildings and letting on building leases or building agreements, and by advancing money to and entering into contracts and agreements of all kinds with builders, tenants, and others. To engage in general insurance brokerage business for the purpose of selling fire, marine, accident liability, collision, theft, property damage and other insurance. To carry on and undertake any business undertaking, transaction or operation commonly carried on or undertaken by businessmen, promoters, financiers, concessionaries, contractors, brokers, and commission

EPA-R9-2015-010125 Production VOL004

merchants and any other incidental business which may seem to the Corporation desirable to carry on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Corporation's property or rights.

The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of this Corporation granted to it by right of its existence, as outlined in Sections Eight and Nine of the Nevada General Corporation Law; and are in furtherance of and in addition to, and not in limitations of the general powers conferred upon corporations by the laws of the State of Nevada.

It is the intention that the purposes, objects and powers specified in this paragraph 4 and all subdivisions thereof shall, except as otherwise expressly provided, in nowise be limited or restricted by reference to or inference from the terms of any other clause or paragraph of this paragraph 4, and that each of the purposes, objects, and powers specified in this paragraph 4 shall be regarded as independent purposes, objects and powers.

5. The total authorized capital of the Corporation shall be $3,750,000 divided into 7,500,000 shares of common, non-assessable, stock of the par value of Fifty Cents (50¢) per share, said number of shares being the total number of shares of all classes of stock which the Corporation shall be authorized to issue. Said capital stock shall not be assessable to pay the debts of the Corporation after the amount of the subscription price or par value has been paid in.

Each holder of common stock of the Corporation shall be entitled to one vote in respect of each share of common stock held.

No holder of stock of the Corporation shall have any right, as such holder, to purchase or subscribe for or otherwise acquire any shares of stock, or any securities or obligations convertible into or any right or option to purchase, any shares of stock which the Corporation may at any time hereafter issue or sell, but any and all such stock, obligations, rights and options may be issued and disposed of by the Board of Directors to such persons, firms, corporations and associations and for such lawful consideration, and on such

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EPA-R9-2015-010125 Production VOL004

terms, as the Board of Directors, in its discretion, may determine, without first offering the same or any thereof to the stockholders.

Without action by the stockholders, shares of stock of the Corporation may be issued by the Board of Directors of the Corporation from time to time for such consideration, at not less than the par value thereof, and upon such terms as may be fixed from time to time by the Board of Directors and any and all such shares so issued, the full consideration for which has been paid or delivered, shall be deemed fully paid stock and not liable for any further call or assessment thereon for any purpose whatsoever, and the holders of such shares shall not be liable for any further call or assessment thereon or for any further payment thereon for any purpose whatsoever.

The Corporation shall be entitled to treat the person, firm or corporation in whose name any share is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, firm or corporation, whether or not the Corporation shall have notice thereof, unless otherwise expressly provided by the laws of the State of Nevada.

6. The members of the governing board of the Corporation shall be styled Directors. All corporate powers of the Corporation shall be exercised by the Board of Directors, except as otherwise provided by statute or its By-Laws. The number of Directors of the Corporation which shall constitute the whole Board of Directors shall be Nine (9), provided, however, that the Board of Directors may from time to time at any meeting, by resolution, change the number of such Board of Directors, except that in no case shall such number be less than Three (3) nor more than Eleven(11). Vacancies caused by an increase in the number of Directors, or otherwise, may be filled by the affirmative vote of a majority of the Directors then in office, though less than a quorum. Directors so elected to fill vacancies shall hold office until the next annual meeting of the stockholders and until the election or appointment of their respective successors.

The number, the names and the places of residence of the directors and officers of the Corporation, who, subject to the provisions of the laws of the State of Nevada, shall hold office until the first annual meeting of

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EPA-R9-2015-010125 Production VOL004

the stockholders of the Corporation held subsequent to the Effective Date of the Merger and the election or appointment of their respective successors, are as follows:

Directors

Names	Addresses
Reed W. Brinton	Salt Lake City, Utah
William J. Cayias	Salt Lake City, Utah
Robert B. Daniel	Grand Junction, Colorado
Lester S. Harrison	Kellogg, Idaho
H. Lyle Jestley	Vancouver, B. C.
D. Howe Moffat	Salt Lake City, Utah
Walter D. Nebeker, Jr.	Salt Lake City, Utah
Melvin D. Mueckhaus	Albuquerque, New Mexico
Paul T. Walton	Salt Lake City, Utah

Officers

Office	Names	Addresses
Chairman of the Board	Walter D. Nebeker, Jr.	Salt Lake City, Utah
President	Walter D. Nebeker, Jr.	Salt Lake City, Utah
Vice-President	Lester S. Harrison	Kellogg, Idaho
Secretary	D. Howe Moffat	Salt Lake City, Utah
Treasurer	D. Howe Moffat	Salt Lake City, Utah

7. The Corporation is to have perpetual existence.

8. The private property of the stockholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

9. In furtherance, and not in limitation of the powers conferred by statute, and in addition to the powers which may be conferred by the By-Laws, the Board of Directors of the Corporation is expressly authorized:

1. To hold its meetings, to have one or more offices, and to keep the books of the Corporation, except as may be otherwise specifically provided by the laws of the State of Nevada, within or without the State of Nevada, at such places as may be, from time to time, designated by them;

22

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EPA-R9-2015-010125 Production VOL004

2. To determine, from time to time, whether, and if allowed, under what conditions and regulations the accounts and books of the Corporation (other than the books required by law to be kept at the principal office of the Corporation in Nevada), shall be open to inspection of the stockholders and the stockholders' rights in this respect are and shall be restricted or limited accordingly;

3. To make, alter, amend and rescind the By-Laws of the Corporation, to fix the amount to be reserved as working capital, to fix the times for the declaration and payment of dividends, and to authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation, provided always that a majority of the whole Board shall concur therein;

4. In order to promote the interest of the Corporation and to encourage the utilization of the Corporation's lands and other property, to sell, assign, transfer, lease and in any lawful manner dispose of such portions of said property as the Board of Directors shall deem advisable, and to use and apply the funds received in payment therefor to the surplus account for the benefit of the Corporation, or the payment of dividends, or otherwise; provided that a majority of the whole Board concurs therein and further provided that the capital stock of the Corporation shall not be decreased except in accordance with the laws of the State of Nevada; and

5. By resolution passed by a majority of the whole Board, to designate three or more of their number to constitute an executive committee, which committee shall, for the time being, as provided in said resolution or in the By-Laws, have and exercise any or all of the powers of the Board of Directors which may be lawfully delegated in connection with or concerning the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it.

10. The mode of carrying the Merger provided in this Agreement of Merger into effect and the manner and basis of converting the outstanding

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EPA-R9-2015-010125 Production VOL004

shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

Forthwith upon the filing and recording of this Agreement as required by law:

Each share of common stock of Federal shall be converted into one-half share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Federal shall be entitled to receive one-half share of common stock of the Surviving Corporation.

Each share of common stock of Utida shall be converted into three-fortieths of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Utida shall be entitled to receive three-fortieths of a share of common stock of the Surviving Corporation.

Each share of common stock of Interstate shall be converted into one-one hundred and sixtieth of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Interstate shall be entitled to receive one-one hundred and sixtieth of a share of common stock of the Surviving Corporation.

Each share of common stock of Western shall be converted into one-four hundredth of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Western shall be entitled to receive one-four hundredth of a share of common stock of the Surviving Corporation.

Each share of common stock of Howell shall be converted into one twenty-fifth of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Howell shall be entitled to receive one twenty-fifth of a share of common stock of the Surviving Corporation.

Each share of common stock of Kentucky-Utah shall be converted into one-tenth of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Kentucky-Utah shall be entitled to receive one-tenth of a share of common stock of the Surviving Corporation.

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EPA-R9-2015-010125 Production VOL004

Each share of common stock of U. & I. shall be converted into two-twenty-fifths of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of U. & I. shall be entitled to receive two-twenty-fifths of a share of common stock of the Surviving Corporation.

Each share of common stock of Fourteen Group shall be converted into eleven shares of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Fourteen Group shall be entitled to receive eleven shares of common stock of the Surviving Corporation.

Each share of common stock of Prospectors shall be converted into one-half of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Prospectors shall be entitled to receive one-half of a share of common stock of the Surviving Corporation.

Each share of common stock of Santa Fe shall be converted into one-forty-fourth of a share of common stock of the Surviving Corporation and each holder of one share of outstanding common stock of Santa Fe shall be entitled to receive one-forty-fourth of a share of common stock of the Surviving Corporation.

For the purposes of the foregoing "outstanding" shares shall not include shares of stock of a Constituent Corporation owned or held by such Constituent Corporation in its treasury, nor shall "outstanding" shares include shares of stock of a Constituent Corporation owned or held by another Constituent Corporation, and all such shares so owned or held by a Constituent Corporation on the Effective Date of the Merger and all rights in respect thereof shall on said date be and become cancelled forthwith and nothing shall be issued in exchange therefor.

No fractional shares of common stock of the Surviving Corporation will be issued, but in lieu thereof, each holder of a share or shares of stock of a Constituent Corporation entitled hereunder to receive a fraction of a share of common stock of the Surviving Corporation shall be entitled to receive a scrip certificate or scrip certificates exchangeable, in amounts aggregating full shares, for certificates of stock. All such scrip certificates for shares

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EPA-R9-2015-010125 Production VOL004

of stock shall be precluded from voting and participating in dividends or other distribution, and shall be issued in such form and on such terms and conditions, not inconsistent herewith, as may be determined by the Board of Directors of the Surviving Corporation. The holders of such scrip certificates shall be entitled to receive, on surrender thereof within two years after the Effective Date, together with other certificates of like tenor representing rights in respect of one or more full shares of common stock of the Surviving Corporation, a certificate for the number of shares of common stock of the Surviving Corporation equal to the number of full shares of common stock of the Surviving Corporation in respect of which such scrip certificates were issued. All such scrip certificates which are not surrendered within the time aforesaid shall be void and of no effect whatsoever, except that the holders thereof shall be entitled to receive their pro rata portion of the proceeds, without interest, resulting from the sale by the Surviving Corporation (which may be effected publicly or privately as determined by the Board of Directors at any time within six months after the expiration of said two year period) of the full shares of stock of the Surviving Corporation representing such unsurrendered scrip certificates. Any proceeds resulting from such sale, not claimed within a period of two years after the date of such sale, shall be held by the Surviving Corporation as a part of its general funds, free of any claim of those previously entitled thereto.

The Surviving Corporation shall notify the holders of common stock of Federal, of Utida, of Interstate, of Western, of Howell, of Kentucky-Utah, of U. & I., of Fourteen Group, of Prospectors and of Santa Fe of the place whereat, and the manner whereby, said holders may obtain certificates for such number of full shares of common stock of the Surviving Corporation, together with scrip certificates in respect of fractional shares of such common stock, as they may be entitled to receive as herein provided.

11. When this Agreement of Merger is signed, acknowledged, filed and recorded as required by law, the separate existence of Federal, of Utida, of Interstate, of Western, of Howell, of Kentucky-Utah, of U. & I., of Fourteen Group, of Prospectors, and of Santa Fe, shall cease and said parties and each of them shall be merged with and into the Surviving Corporation in accordance

ED_000571_00003905-00026

EPA-R9-2015-010125 Production VOL004

with the provisions of this Agreement of Merger, and in accordance with this Agreement of Merger, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises, as well of a public as of a private nature, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal, and mixed, and all debts due any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action, or belonging to any of the Constituent Corporations, shall be vested in the Surviving Corporation, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real or personal property whether by deed or otherwise, vested in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of this Merger, provided, however, that all rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the time when this Agreement of Merger shall become effective, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities (including liabilities to dissenting shareholders of those Constituent Corporations which consummate the Merger contemplated hereby) and duties had been incurred or contracted by the Surviving Corporation.

If at any time the Surviving Corporation shall deem or be advised that any further assignments, assurances in law, or other acts or instruments are necessary or desirable to vest or confirm in the Surviving Corporation the title to any property or rights of any of the Constituent Corporations, the Constituent Corporations and their proper officers and directors shall and will execute and deliver all proper instruments and do all such acts and things as may be necessary or proper to vest or confirm title to such property in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Merger, provided, however, that this sub-paragraph shall not be construed

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EPA-R9-2015-010125 Production VOL004

as requiring any warranty of title or the conveyance of any right, title or interest in any such property and rights except that which is owned by the Constituent Corporations, respectively.

12. Each of the Constituent Corporations, by and through its Board of Directors, agrees to separately hold on or before April 15, 1955, in accordance with the applicable laws of the States of Utah, Idaho, New Mexico and Nevada, which ever is appropriate, a duly called special meeting of its stockholders for the purpose of considering, authorising, adopting, ratifying, and confirming this Agreement of Merger and the execution hereof, and any and all written amendments, supplements and/or modifications hereof, to give effect to the Merger. For the purposes hereof, the terms "stockholder", when used with respect to Federal, shall be deemed to include shareholders of Federal who have the right to exchange their shares for shares of common stock of Federal.

If the required votes of the stockholders of each of the Constituent Corporations shall be for the adoption of this Agreement, that fact shall be set forth in a certificate attached to the Agreement by the Secretary of each Constituent Corporation under its respective corporate seal, and the Agreement so adopted and certified shall be signed by the President and the Secretary of each Constituent Corporation under its respective corporate seal and acknowledged by the President of said Constituent Corporation to be the respective act, deed and agreement of said Corporation and fully executed counterparts of this Agreement so adopted, certified, signed and acknowledged, with evidence of such adoption in the manner and form required by the laws of Nevada, Utah, New Mexico and Idaho, respectively, shall be filed in the offices of the Secretary of State of the States of Nevada, Utah, and Idaho and in the office of the State Corporation Commission of New Mexico and copies of this Agreement, certified by the appropriate Secretary of State and the State Corporation Commission of New Mexico, shall be filed in the offices of the clerks of the appropriate counties of the States of Nevada, Utah, New Mexico and Idaho, all in accordance with and as required by Section 1638 of the Compiled Laws of 1929 of the State of Nevada, as amended, Title 16 of the Utah Code Annotated 1953, Article 11 of Chapter 51 of New Mexico Statutes, Annotated,

ED_000571_00003905-00028

EPA-R9-2015-010125 Production VOL004

1941, and Title 30 of the Idaho Code. Within Thirty days from the date of the completion of such filing a synopsis of this Agreement shall be published in a newspaper circulating in the County where the principal office of Fourteen Group is located and proof of such publication shall be filed with the State Corporation Commission of New Mexico within twenty days after the date of publication.

When used herein, the term "Effective Date" shall mean the date on which this Agreement of Merger shall be fully filed and recorded as aforesaid and this Agreement of Merger shall be effective on the Effective Date.

Anything in this Agreement of Merger or elsewhere to the contrary notwithstanding, this Agreement of Merger and its terms shall forthwith be and become completely cancelled, terminated, abandoned, null and void and of no force and effect and this Agreement shall not be so filed and no Constituent Corporation shall have or be under any obligation or obligations or liability or liabilities of any kind whatsoever to any other Constituent Corporation or the stockholders thereof nor shall any Constituent Corporation or the stockholders thereof have any claim or claims of any kind whatsoever against any other Constituent Corporation as a result of or arising out of this Agreement if:

(a) This Agreement, except as the same may be amended as herein set forth, has not been so filed and recorded on or before May 1, 1955; or

(b) A majority of the members of the Board of Directors of each of the Constituent Corporations other than Fourteen Group and all of the Directors of Fourteen Group mutually agree in writing, at any time prior to the Effective Date of this Agreement, that this Agreement is cancelled and null and void and of no further force and effect; or

(c) The stockholders of Federal fail at such meeting or at any adjournment or adjournments thereof (no such adjourned meeting to be after May 1, 1955) to adopt this Agreement of Merger in the manner required by law; or

(d) The laws of the United States or of the State of Utah or Idaho or New Mexico or Nevada prevent the performance of this Agreement by Federal; or

(e) Federal is enjoined by order of any court from holding a meeting of its stockholders to consider and vote upon this Agreement of Merger; or

(f) Subsequent to the required vote of its stockholders approving

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EPA-R9-2015-010125 Production VOL004

and authorising and adopting this Agreement of Merger, Federal is enjoined by order of any court from taking any action or actions or performing any act or acts necessary to carry out and consummate this Agreement of Merger.

In the event this Agreement of Merger and its terms becomes so cancelled, terminated, and abandoned pursuant to the provisions of subparagraphs (c), (d), (e) or (f) immediately hereinabove, the Secretary of Federal shall as soon as practicable give to the Secretary of each of the other Constituent Corporations, by letter or telegram, notice to that effect, but the giving of such notice shall not be a condition precedent to the cancellation, termination and abandonment of this Agreement.

In the event this Agreement of Merger becomes so cancelled, terminated and abandoned pursuant to the terms of subparagraphs (c), (e) or (f) hereinabove of this paragraph 12, the costs and expenses incurred by each of the Constituent Corporations in connection with this Agreement of Merger to the date of such cancellation, termination and abandonment shall be borne by Federal. In the event this Agreement becomes so cancelled, terminated and abandoned pursuant to the terms of subparagraphs (a), (b) or (d) hereinabove of this paragraph 12, each Constituent Corporation shall bear its own costs and expenses incurred in connection with this Agreement of Merger.

Anything in this Agreement of Merger or elsewhere to the contrary notwithstanding, if any Constituent Corporation other than Federal shall:

(a) Fail to obtain on or before May 1, 1955 the required vote of its stockholders for the approval and authorization and adoption of this Agreement of Merger in the manner required by law; or

(b) Be enjoined by order of any court from holding a meeting of its stockholders to consider and vote upon this Agreement of Merger; or

(c) Subsequent to the required vote of its stockholders approving and authorising and adopting this Agreement of Merger be enjoined by order of any court from taking any action or actions or performing any act or acts necessary to carry out and consummate this Agreement of Merger; or

(d) Be prevented by the laws of the United States or the State of Utah or Idaho or New Mexico or Nevada from performing this Agreement; or

(e) Receive on or before the Effective Date notice from the Secretary

EPA-R9-2015-010125 Production VOL004

of Federal by letter or telegram addressed to its Secretary that the title of said other Constituent Corporation to the unpatented mining claims, the interests in unpatented mining claims, in mineral leases, in overriding royalties, in personal property and other property described in the appropriate one of the exhibits hereto, or its title to any part thereof, is unacceptable to Federal, which letter or telegram shall set forth in detail the reasons for such unacceptibility; or

(f) Receive on or before the Effective Date notice from the Secretary of Federal by letter or telegram addressed to its Secretary that in the opinion of the Board of Directors of Federal there has been a material adverse change in the condition, financial or otherwise, of said other Constituent Corporation so as to make incorrect the representations made by said Constituent Corporation in paragraph 19 hereof, which letter or telegram shall set forth in detail the nature of such material adverse change; or

(g) Receive on or before the Effective Date notice from the Secretary of Federal by letter or telegram addressed to its Secretary that the opinion of counsel to said other Constituent Corporation does not meet the requirements set forth in paragraph 20 hereof, which letter or telegram shall set forth in detail the manner in which said opinion of counsel does not meet said requirements; or

(h) On or before the Effective Date notify pursuant to vote of a majority of the members of the Board of Directors of said Constituent Corporation, or if said Constituent Corporation is Fourteen Group, pursuant to vote of all of the members of the Board of Directors of said Fourteen Group, the Secretary of each of the other Constituent Corporations by letter or telegram signed by its Secretary that in the judgment of said Board of Directors there has been a material adverse change in the condition, financial or otherwise, of said Constituent Corporation so that said Constituent Corporation cannot comply with the representations made by it in paragraph 19 hereof, which letter or telegram shall set forth in detail the nature of such material adverse change; or

(i) On or prior to the Effective Date notify pursuant to vote of a majority of the members of the Board of Directors of said Constituent Corporation, or if said Constituent Corporation is Fourteen Group, pursuant to

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EPA-R9-2015-010125 Production VOL004

vote of all of the members of the Board of Directors of said Fourteen Group, the Secretary of each of the other Constituent Corporations by letter or telegram signed by its Secretary that it cannot obtain an opinion of its counsel in the form required by the terms of paragraph 20 hereof, which letter or telegram shall set forth in detail the manner in which the opinion of its counsel cannot meet the requirements of said paragraph 20; or

(j) On or prior to the Effective Date notify pursuant to resolution passed by a vote of a majority of the members of its Board of Directors or, if said Constituent Corporation is Fourteen Group, pursuant to resolution passed by a vote of all of the members of the Board of Directors of said Fourteen Group, the Secretary of each of the other Constituent Corporations by letter or telegram signed by its Secretary that objection in writing and written demand for payment have been duly made or filed pursuant to the applicable statute of the state of incorporation of said Constituent Corporation by persons, natural or corporate, together holding in the aggregate such number of shares of said Constituent Corporation as would in the opinion of said Board of Directors make it undesirable for said Constituent Corporation to proceed with the Merger;

this Agreement of Merger and its terms shall as to each Constituent Corporation which has failed to so obtain such required vote of its stockholders or which has been so enjoined or whose performance is so prevented or which has received a notice pursuant to the terms of subparagraphs (e), (f) or (g) immediately above, or has given a notice pursuant to the terms of subparagraphs (h), (i) or (j) immediately above and has not received a waiver in writing from all other Constituent Corporations of the defect or defects set forth in the notices given under the terms of (h) or (i) immediately hereinabove, forthwith be and become cancelled, terminated, abandoned, null and void and of no force and effect and each said Constituent Corporation shall have or be under no obligation or obligations or liability or liabilities of any kind whatsoever to any other Constituent Corporation or the stockholders thereof nor shall each said Constituent Corporation or the stockholders thereof have any claim or claims of any kind whatsoever against any other Constituent Corporation arising out of or as a result of this Agreement.

In the event this Agreement of Merger becomes so cancelled, terminated and abandoned as to any Constituent Corporation or Constituent Corporations pursuant

EPA-R9-2015-010125 Production VOL004

to the provisions of subparagraphs (a), (b), (c), (d), (e), (f), (g), (h) or (i) immediately hereinabove of this paragraph 12, anything in this Agreement to the contrary notwithstanding, each such Constituent Corporation shall bear all costs and expenses incurred by it in connection with this Agreement of Merger and the Merger.

In the event this Agreement of Merger becomes so cancelled, terminated and abandoned as to any Constituent Corporation or Constituent Corporations pursuant to the terms of subparagraphs (a), (b), (c), (d), (e), (f), (g), (h) or (i) immediately hereinabove of this paragraph 12, the Constituent Corporations as to which this Agreement has not become cancelled, terminated, abandoned, null and void and of no force and effect shall amend this Agreement of Merger by deleting therefrom all reference to each Constituent Corporation as to which this Agreement has become cancelled, terminated and abandoned and all reference to the stockholders of each such Constituent Corporation and this Agreement of Merger as so amended shall be reprinted and re-executed by the remaining Constituent Corporations.

In the event this Agreement of Merger becomes cancelled, terminated and abandoned as to any Constituent Corporation as set forth in this paragraph 12, the shareholders of the Constituent Corporations consummating this Agreement of Merger and the Merger shall receive the number of shares of the Surviving Corporation allocated to them underthe terms of paragraph 10 hereof and the shares of the Surviving Corporation allocated under the terms of said paragraph 10 to the shareholders of each Constituent Corporation as to which this Agreement becomes cancelled, terminated and abandoned shall be authorized but unissued stock of the Surviving Corporation.

13. The Surviving Corporation hereby agrees that it may be served with process in the State of Utah in any proceeding for the enforcement of any obligations of Federal, of Interstate, of Western, of Howell, of Kentucky-Utah and of Santa Fe, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Utah as its agent to accept service of process in any such suit or other proceeding. The Surviving Corporation hereby agrees that it may be served with process in the State of

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EPA-R9-2015-010125 Production VOL004

Idaho in any proceeding for the enforcement of any obligation of Utida and of U. & I., as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Idaho as its agent to accept service of process in any such suit or other proceeding. The Surviving Corporation hereby agrees that it may be served with process in the State of Nevada in any proceeding for the enforcement of any obligation of Prospectors, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Nevada as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by said Secretary of State shall be "Federal Uranium Corporation, c/o The Corporation Trust Company of Nevada, Room 211, 206 North Virginia Street, Reno, Washoe County, Nevada."

John C. Watson and John T. Watson, 50 Sena Plaza, Santa Fe, New Mexico, shall be the agent of the Surviving Corporation to accept service of process in the State of New Mexico in any proceeding for the enforcement of any obligation of Fourteen Group, as well as for enforcement of any obligation in New Mexico of the Surviving Corporation arising from the Merger, including any suit or other action to enforce the right of any stockholder of Fourteen Group as determined in appraisal proceedings pursuant to applicable laws of the State of New Mexico.

14. Except as otherwise in this Agreement provided the Surviving Corporation shall pay all expenses of the Merger.

15. This Agreement has been duly approved and authorized by resolution of the Board of Directors of each of the Constituent Corporations at duly called meetings thereof, at which quorums were present.

16. The Constituent Corporations reserve the right to amend, alter, repeal or make additions to any provision contained in this Agreement in the manner now or hereafter prescribed by the statutes and laws of the States of Utah, Idaho, New Mexico and/or Nevada and all rights conferred on officers, directors and stockholders herein are granted subject to this reservation.

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EPA-R9-2015-010125 Production VOL004

17. Each of the Constituent Corporations represents that from and after the date hereof until and including May 1, 1955 or the Effective Date, if any, whichever is earlier, it will perform any and all work and do any and all things necessary to preserve the title which it hereinabove represents it has in and to the unpatented mining claims, interests in mining claims, in mineral leases, in overriding royalties, in capital stock, in personal property and other property, all as more particularly described in the respective exhibits hereto.

18. At all times hereafter until the transactions contemplated by this Agreement are consummated or said Agreement becomes null and void and of no further force and effect, each of the Constituent Corporations shall make available to each of the other Constituent Corporations all title reports, lease applications, maps, notices of location, amended notices of location and all other information and documents which said Constituent Corporations may have relating to or in respect of the mining claims, interests in mining claims, in mineral leases, in overriding royalties, in capital stock, in personal property and other property described in the exhibits hereto.

19. Each of the Constituent Corporations agrees to deliver to each of the other Constituent Corporations, upon demand, a balance sheet prepared by certified public accountants, which balance sheet said Corporation represents will show that its financial condition is as represented hereinabove in the preamble to this Agreement. Each of the Constituent Corporations further represents that between the date of this Agreement and May 1, 1955, or the Effective Date, if any, whichever occurs earlier, it will not:

(a) Incur any liabilities of any kind whatsoever except for routine items in the ordinary course of its business operations;

(b) Authorize any increase in its capital stock, or issue any capital stock;

(c) Permit the payment of any dividends or allow any distributions to be made to its stockholders;

(d) Do anything whatsoever which will in any way result in its financial condition being worse than its financial condition as evidenced by said balance sheet to be delivered as hereinabove provided;

(e) Do anything or perform any act whatsoever which will in any way

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EPA-R9-2015-010125 Production VOL004

adversely affect the title and interest which it hereinabove represents it presently has in any and all unpatented mining claims, mineral leases, overriding royalties, corporate stock, personal property and other property more particularly described in the appropriate one of the Exhibits hereto.

20. On the Effective Date hereof each of the Constituent Corporations will cause to be delivered to each of the other Constituent Corporations and to the Surviving Corporation an opinion of its counsel stating that as of the close of business on the day immediately preceding the Effective Date:

(a) Said Constituent Corporation at that time was a corporation duly organized, validly existing and in good standing under the laws of the State of Utah, Idaho, New Mexico or Nevada, whichever is appropriate;

(b) There are outstanding and there are issued the numbers of shares of its Capital Stock hereinabove represented, each of which shares is fully paid and non-assessable, except that the shares of the capital stock of Howell and of Kentucky-Utah are assessable;

(c) There are no outstanding options to acquire in any manner any shares of its capital stock or its property; and

(d) All necessary steps were duly effected by said Constituent Corporation in accordance with all requirements of the Statutes and laws of the United States and of the State of Utah, Idaho, New Mexico or Nevada, whichever is appropriate, in connection with this Agreement of Merger and the Merger contemplated hereby and said Constituent Corporation has duly and validly approved, adopted and delivered this Agreement and this Agreement constitutes the valid and binding obligation of said Constituent Corporation and said Constituent Corporation is duly and validly authorized and empowered to consummate this Merger;

and covering such other matters as any of the Constituent Corporations may reasonably request.

21. The representations as to title contained in the preamble to this Agreement shall not survive the Effective Date, if any, and the executed original counterparts of this Agreement required to be filed and recorded as set forth in paragraph 12 hereof shall not have appended thereto Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J" or any of them.

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EPA-R9-2015-010125 Production VOL004

22. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

23. This Agreement and its terms shall be binding upon and enure to the benefit of each of the Constituent Corporations and their respective successors.

IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly given by resolution of its respective Boards of Directors, has caused these presents to be executed by at least a majority of its Directors, and its corporate seal affixed, all as of the day and year aforesaid.

FEDERAL URANIUM CORPORATION,
A Utah Corporation

By_____
President

_____

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

UTIDA URANIUM COMPANY, INC.

By_____
President

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

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EPA-R9-2015-010125 Production VOL004

INTERSTATE URANIUM, INC.

By_____
President

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

WESTERN STATES URANIUM, INC.

By_____
President

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

HOWELL MINING COMPANY

By_____
President

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

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EPA-R9-2015-010125 Production VOL004

KENTUCKY-UTAH MINING COMPANY

By _____
President

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ATTEST: _____

_____ _____
Secretary A majority of the Board of Directors

U. & I. URANIUM CORPORATION

By _____
President

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ATTEST: _____

_____ _____
Secretary A majority of the Board of Directors

FOURTEEN GROUP, INC.

By _____
President

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ATTEST: _____

_____ _____
Secretary All of the Board of Directors

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EPA-R9-2015-010125 Production VOL004

URANIUM PROSPECTORS, INC.

By_____
President

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

FEDERAL URANIUM CORPORATION,
A Nevada Corporation

By_____

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ATTEST:

_____
Secretary

_____
A majority of the Board of Directors

SANTA FE URANIUM COMPANY

By_____
President

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ATTEST:

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Secretary

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A majority of the Board of Directors

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The undersigned, Secretary of Federal Uranium Corporation, a Utah Corporation, one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly mailed to the last known post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each share having one vote, and that the votes of stockholders of said Corporation representing more than a majority in the amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Federal Uranium Corporation this day of , 1955.

Secretary of Federal Uranium Corporation

The undersigned, Secretary of Interstate Uranium, Inc., one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly mailed to the last known post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each share having one vote, and that the votes of stockholders of said Corporation representing more than a majority in amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Interstate Uranium, Inc. this day of , 1955.

Secretary of Interstate Uranium, Inc.

The undersigned, Secretary of Western States Uranium, Inc., one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly mailed to the last known post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each share having one vote, and that the votes of stockholders of said Corporation representing more than a majority in amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Western States Uranium, Inc. this day of , 1955.

Secretary of Western States Uranium, Inc.

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The undersigned, Secretary of Howell Mining Company, one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly mailed to the last known post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each share having one vote, and that the votes of stockholders of said Corporation representing more than a majority in amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Howell Mining Company, this day of , 1955.

Secretary of Howell Mining Company

The undersigned, Secretary of Kentucky-Utah Mining Company, one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly mailed to the last known post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each shaare having one vote, and that the votes of stockholders of said Corporation representing more than a majority in amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Kentucky-Utah Mining Company, this day of , 1955.

Secretary of Kentucky-Utah Mining Company

The undersigned, Secretary of Santa Fe Uranium Company, one of the Corporations described in and a party to the foregoing Agreement of Merger, hereby certifies that the Agreement was submitted to the stockholders of the Corporation at a meeting thereof called separately from meetings of the stockholders of the other Corporations which are parties to said Agreement for the purpose of taking the foregoing Agreement of Merger into consideration and duly held on the day of , 1955; that of the time, place and object of the meeting due notice was given by publication for at least thirty (30) days prior thereto in a newspaper published in the County of Salt Lake, State of Utah, in which County said Corporation has its principal place of business; and a copy of such notice was duly maild to the lastknown post office address of each stockholder of said Corporation at least thirty (30) days prior to the date of such meeting; that at the said meeting the Agreement was considered and a vote by ballot in person or by proxy was duly taken for the adoption or the rejection of the same, each share having one vote, and that the votes of stockholders of said Corporation representing more than a majority in amount of the outstanding stock entitled to vote were for the adoption of the Agreement.

WITNESS, my hand and the seal of Santa Fe Uranium Company, this day of , 1955.

Secretary of Santa Fe Uranium Company

I, , Secretary of Utida Uranium Company, Inc., hereby certify, as such Secretary and under the seal of said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly approved by resolution of the Board of Directors of Utida Uranium Company, Inc. and by resolutions of the respective Boards of Directors of Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company and Santa Fe Uranium Company, all Corporations of the State of Utah, and by resolutions of the respective Boards of Directors of Uranium Prospectors, Inc. and Federal Uranium Corporation, both Corporations of the State of Nevada, and by resolution of the Board of Directors of Fourteen Group, Inc., a Corporation of the State of New Mexico, and by resolution of the Board of Directors of U. & I. Uranium Corporation, a Corporation of the State of Idaho, and having been signed by the directors of Utida Uranium Company, Inc. and by the directors of said Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company and Santa Fe Uranium Company, all Corporations of the State of Utah, and by the directors of Uranium Prospectors, Inc. and Federal Uranium Corporation, both Corporations of the State of Nevada, and by the directors of Fourteen Group, Inc., a Corporation of the State of New Mexico and by the directors of U. & I. Uranium Corporation, a Corporation of the State of Idaho, was duly submitted to the shareholders of said Utida Uranium Company, Inc. at a meeting of said shareholders duly called separately in the manner provided in Sec. 30-133 of the Idaho Code, 1947, for calling stockholders' meetings, and at that meeting the Agreement of Merger was adopted by the affirmative vote of the holders of ( ), being the holders of at least two-thirds of the voting power of all shareholders.

WITNESS, my hand and the seal of the said Utida Uranium Company, Inc. on this day of , 1953.

Secretary

I, Secretary of U. & I. Uranium Corporation, hereby certify, as such Secretary and under the seal of said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly approved by resolution of the Board of Directors of U. & I. Uranium Corporation, and by resolutions of the respective Boards of Directors of Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company and Santa Fe Uranium Company, all Corporations of the State of Utah, and by resolutions of the respective Boards of Directors of Uranium Prospectors, Inc. and Federal Uranium Corporation, both Corporations of the State of Nevada, and by resolution of the Board of Directors of Fourteen Group, Inc., a Corporation of the State of New Mexico, and by resolution of the Board of Directors of Utida Uranium Company, Inc., a Corporation of the State of Idaho, and having been signed by the directors of U. & I. Uranium Corporation and by the directors of said Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company and Santa Fe Uranium Company, all Corporations of the State of Utah, and by the directors of Uranium Prospectors, Inc. and Federal Uranium Corporation, both Corporations of the State of Nevada, and by the directors of Fourteen Group, Inc., a Corporation of the State of New Mexico and by the directors of Utida Uranium Company, Inc., a Corporation of the State of Idaho, was duly submitted to the shareholders of said U. & I. Uranium Corporation at a meeting of said shareholders duly called separately in the manner provided in Sec. 30-133 of the Idaho Code, 1947, for calling stockholders' meetings, and at that meeting the Agreement of Merger was adopted by the affirmative vote of the holders of ( ), being the holders of at least two thirds of the voting power of all shareholders.

WITNESS, my hand and the seal of the said U. & I. Uranium Corporation on this day of , 1955.

Secretary

CERTIFICATE OF THE SECRETARY OF

FOURTEEN GROUP, INC.

RELATIVE TO VOTE OF STOCKHOLDERS

I, , Secretary of Fourteen Group, Inc., a corporation existing under and doing business pursuant to Chapter 51, Statutes Annotated, 1953, of New Mexico and acts supplemental thereto and amendatory thereof, do hereby certify in accordance with the provisions of Chapter 51, Article 11 thereof:

1. That the foregoing Agreement of Merger entered into by and between Federal Uranium Corporation, a Utah corporation, Utida Uranium Company, Inc., an Idaho corporation, Interstate Uranium, Inc., a Utah corporation, Western States Uranium, Inc., a Utah corporation, Howell Mining Company, a Utah corporation, Kentucky-Utah Mining Company, a Utah corporation, Santa Fe Uranium Company, a Utah corporation, U. & I. Uranium Corporation, an Idaho corporation, Uranium Prospectors, Inc., a Nevada corporation, Federal Uranium Corporation, a Nevada corporation, and Fourteen Group, Inc., a New Mexico corporation, to which this certificate is attached, was authorized at a duly constituted meeting of the board of directors of said Fourteen Group, Inc. at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

2. That said Agreement was thereafter duly submitted to the stock-- holders of said Fourteen Group, Inc., at a meeting thereof called for the purpose of taking the same into consideration, upon waiver of notice, signed by all of the stockholders, a signed copy of which is attached hereto and made a part of the Agreement of Merger.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all capital stock of said Fourteen Group, Inc. voted in favor of the adoption of said agreement.

4. That the meeting of stockholders of said Fourteen Group, Inc. and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken

EPA-R9-2015-010125 Production VOL004

in connection with any meeting of stockholders of any other corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Fourteen Group, Inc. this day of , 1955.

Secretary

I, , Secretary of Uranium Prospectors, Inc., a corporation organized and existing under the laws of the State of Nevada, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Federal Uranium Corporation, a corporation of the State of Utah, Interstate Uranium, Inc., a corporation of the State of Utah, Western States Uranium, Inc., a corporation of the State of Utah, Howell Mining Company, a corporation of the State of Utah, Kentucky-Utah Mining Company, a corporation of the State of Utah, Santa Fe Uranium Company, a corporation of the State of Utah, Utida Uranium Company, Inc., a corporation of the State of Idaho, U. & I. Uranium Corporation, a corporation of the State of Idaho, Federal Uranium Corporation, a corporation of the State of Nevada, respectively, and by all the directors of Fourteen Group, Inc., a corporation of the State of New Mexico, was duly submitted to the stockholders of said Uranium Prospectors, Inc., a Nevada corporation, at a special meeting of said stockholders called and held on , 1955 separately from the meeting of stockholders of any other corporation, upon waiver of notice, signed by all the stockholders, a signed copy of which is attached hereto and made a part of the Agreement of Merger, for the purpose of considering and taking action upon said Agreement of Merger, that Six Hundred Seventy Four Thousand Three Hundred Twenty-Two (674,322) shares of stock of said corporation were on said date issued and outstanding and that the holders of Six Hundred Seventy Four Thousand Three Hundred Twenty-Two (674,322) shares voted by ballot in favor of the approval of said proposed Agreement of Merger and the holders of No (0) shares voted by ballot against same, the said affirmative vote representing at least a majority of the total number of shares of the issued and outstanding capital stock of said corporation, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said Uranium Prospectors, Inc. and the duly adopted Agreement of the said corporation.

WITNESS, my hand and the seal of said Uranium Prospectors, Inc. on this day of , 1955.

Secretary

I, , Secretary of Federal Uranium Corporation, a corporation organised and existing under the laws of the State of Nevada, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Federal Uranium Corporation, a corporation of the State of Utah, Interstate Uranium, Inc., a corporation of the State of Utah, Western States Uranium, Inc., a corporation of the State of Utah, Howell Mining Company, a corporation of the State of Utah, Kentucky-Utah Mining Company, a corporation of the State of Utah, Santa Fe Uranium Company, a corporation of the State of Utah, Utida Uranium Company, Inc., a corporation of the State of Idaho, U. & I. Uranium Corporation, a corporation of the State of Idaho, Uranium Prospectors, Inc., a corporation of the State of Nevada, respectively, and by all of the directors of Fourteen Group, Inc., a corporation of the State of New Mexico, was duly submitted to the stockholders of said Federal Uranium Corporation, a Nevada corporation, at a special meeting of said stockholders called and held on , 1955 separately from the meeting of stockholders of any other corporation, upon waiver of notice, signed by all the stockholders, a signed copy of which is attached hereto and made a part of the Agreement of Merger, for the purpose of considering and taking action upon said Agreement of Merger, that One Thousand (1,000) shares of stock of said corporation were on said date issued and outstanding and that the holders of One Thousand (1,000) shares voted by ballot in favor of the approval of said proposed Agreement of Merger and the holders of No (0) shares voted by ballot against same, the said affirmative vote representing at least a majority of the total number of shares of the issued and outstanding capital stock of said corporation, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said Federal Uranium Corporation and the duly adopted Agreement of the said corporation.

WITNESS, my hand and the seal of said Federal Uranium Corporation on this day of , 1955.

Secretary

THE ABOVE AGREEMENT OF MERGER having been approved by resolution of the respective Boards of Directors of Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company, and Santa Fe Uranium Company, each of said corporations being a Utah corporation, and by resolution of the respective Boards of Directors of Utida Uranium Company, Inc. and U. & I. Uranium Corporation, each of said corporations being an Idaho corporation, and by resolution of the Board of Directors of Fourteen Group, Inc., a New Mexico corporation, and by resolution of the respective Boards of Directors of Uranium Prospectors, Inc. and Federal Uranium Corporation, each of said corporations being a Nevada corporation, and having been signed and executed by each of said corporations and by at least a majority of the directors of each of said corporations and by the directors of said Utida Uranium Company, Inc. and by the directors of said U. & I. Uranium Corporation and by all of the directors of said Fourteen Group, Inc.,and thereafter having been duly adopted and approved by the respective stockholders of Federal Uranium Corporation, Interstate Uranium, Inc., Western States Uranium, Inc., Howell Mining Company, Kentucky-Utah Mining Company and Santa Fe Uranium Company, all Utah corporations, at meetings separately called and held, by the affirmative vote of the holders of a majority of the voting power of the respective shareholders in the manner prescribed by Title 16 of the Utah Code, and having been duly adopted and approved by the shareholders of Utida Uranium Company, Inc. and U. & I. Uranium Corporation, both Idaho corporations, at meetings separately called and held, by the affirmative vote of the holders of at least two thirds (2/3) of the voting power of the respective shareholders, in the manner prescribed by Title 30 of the Idaho Code, and having been duly adopted and approved by unanimous written consent of the shareholders of Fourteen Group, Inc., a New Mexico corporation, at a meeting separately called and held, in the manner prescribed by Chapter 51, Statutes Annotated 1953, of New Mexico, and having been duly adopted and approved by the unanimous written consent of Uranium Prospectors, Inc., a Nevada corporation, at a meeting separately called and held, in the manner prescribed by the General Corporate Laws of the State of Nevada, and having been duly adopted and approved by the unanimous written consent of Federal Uranium Corporation, a Nevada corporation, at a meeting separately called and held, in the manner prescribed by the General Corporate Laws of the State of Nevada, and that fact

EPA-R9-2015-010125 Production VOL004

having been certified on said Agreement of Merger by the Secretary of each of said corporations, the President and Secretary of each of said corporations do now hereby execute said Agreement of Merger under the corporate seal of their respective corporations by authority of the directors and shareholders, as the respective act, deed and agreement of each of said corporations on this day of , 1955.

FEDERAL URANIUM CORPORATION
(A Utah corporation)

By_____
President

_____
Secretary

INTERSTATE URANIUM, INC.

By_____
President

_____
Secretary

WESTERN STATES URANIUM, INC.

By_____
President

_____
Secretary

HOWELL MINING COMPANY

By_____
President

_____
Secretary

ED_000571_00003905-00054

KENTUCKY-UTAH MINING COMPANY

By_____
President

_____
Secretary

SANTA FE URANIUM COMPANY

By_____
President

_____
Secretary

UTIDA URANIUM COMPANY, INC.

By_____
President

_____
Secretary

U. & I. URANIUM CORPORATION

By_____
President

_____
Secretary

FOURTEEN GROUP, INC.

By_____
President

_____
Secretary

EPA-R9-2015-010125 Production VOL004

URANIUM PROSPECTORS, INC.

By_____
President

_____
Secretary

FEDERAL URANIUM CORPORATION
(A Nevada corporation)

By_____
President

_____
Secretary

56

ED_000571_00003905-00056

STATE OF)
)ss.
COUNTY OF)

On the day of A.D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Federal Uranium Corporation, a Utah Corporation, and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

Residing at

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On the day of A.D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Interstate Uranium, Inc. and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

Residing at

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On the day of A.D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Western States Uranium, Inc., and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

My Commission Expires: Residing at

STATE OF)
) ss.
COUNTY OF)

On the day of A.D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Lowell Mining Company, and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

My Commission Expires: Residing at

STATE OF)
) ss.
COUNTY OF)

On the day of A. D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Kentucky-Utah Mining Company and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

My Commission Expires: Residing at

STATE OF)
) ss.
COUNTY OF)

On the day of A. D., 1955, personally appeared before me , who, being by me duly sworn, did say that he is the President of Santa Fe Uranium Company and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors, and said acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC

Residing at

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

On the day of , 1955, before me, a notary public of the state of , personally appeared , known to me to be the President of UTIDA URANIUM COMPANY, INC., one of the corporations which executed the Agreement of Merger to which this is attached and acknowledged to me that such corporation executed the same.

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

STATE OF)
) ss.
COUNTY OF)

On the day of , 1955, before me, a notary public of the state of , personally appeared , known to me to be the President of U. & I. URANIUM CORPORATION, one of the corporations which executed the Agreement of Merger to which this is attached and acknowledged to me that such corporation executed the same.

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

STATE OF)
) ss:
COUNTY OF)

Be it remembered that on the day of ,
in the year of our Lord 1955, before me, the subscriber, a notary public
in and for the state of personally appeared
, to me known, who being by me duly
sworn according to law, on his oath does depose and make proof to my
satisfaction that he is the secretary of and well knows the seal of
Fourteen Group, Inc., one of the corporations which executed the foregoing
Agreement of Merger, that the seal affixed to the said Agreement is the
corporate seal of the said corporation, that it was so affixed by order
of the corporation; that is the president of the
said corporation; that he saw the said ,
as such president sign and execute said Agreement of Merger and affix
said seal thereto, and heard him declare that he signed and executed the
same as the voluntary act and deed of the said corporation, by its order
and by authority of its board of directors and the vote, in person or by
proxy, of all the capital stock of said corporation, for the uses and
purposes therein expressed, and that this deponent signed his name thereto,
at the same time, as a subscribing witness.

Subscribed and sworn to before me
a notary public of the state of
this day
of , 1955.

Notary Public

61

STATE OF)
COUNTY OF) ss.

BE IT REMEMBERED that on this day of A. D., 1955, personally came before me, a Notary Public in and for the county and state aforesaid, , President of Uranium Prospectors, Inc., a corporation of the State of Nevada, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said , as such President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said Uranium Prospectors, Inc., and that the signatures of the said President and the Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of said President and Secretary of said Uranium Prospectors, Inc. and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Notary Public

STATE OF)
) ss.
COUNTY OF)

BE IT REMEMBERED that on this day of A.D., 1955, personally came before me, a Notary Public in and for the county and state aforesaid, , President of Federal Uranium Corporation, a corporation of the State of Nevada, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said , as such President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said Federal Uranium Corporation, and that the signatures of the said President and the Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of said President and Secretary of said Federal Uranium Corporation and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Notary Public

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

I, Alvin Keddington, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original Agreement of Merger:

Merging: Federal Uranium Corporation, a Utah Corporation qualified to do business in the State of Utah Endorsed No. 16633,
And UTIDA URANIUM COMPANY, INC. an Idaho Corporation qualifed to do business in the State of Utah. Endorsed No. 3474
And INTERSTATE URANIUM, Inc., a Utah Corporation, qualified to do business in the State of Utah. Endorsed No. 16835
And WESTERN STATES URANIUM, INC. a Utah corporation, qualfied to do business in the State of Utah Endorsed No. 16893
And Howell Mining Company a Utah Corporation, qualified in the State to do business Endorsed No. 5846
And Kentucky-Utah Mining Company a Utah Corporation, qualifed to do business in the State Endorsed No. 11627

And Santa Fe Uranium Company, a Utah Corporation, qualified to do business in the State Endorsed No. 16804

as appears of record in my office.

INTO
FEDERAL URANIUM CORPORATION No. 3815 (Nevada)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 27th day of April, A. D. 1955

ALVIN KEDDINGTON Clerk

By Helen Lloyd Deputy Clerk

THE CORPORATION TRUST COMPANY
CT SYSTEM
ASSOCIATED WITH C T CORPORATION SYSTEM

ALBANY ATLANTA BALTIMORE
BOSTON BUFFALO CHICAGO
CINCINNATI CLEVELAND DALLAS
DETROIT DOVER, DEL. HOUSTON
JERSEY CITY LOS ANGELES MINNEAPOLIS
NEW YORK PHILADELPHIA PITTSBURGH
PORTLAND, ME. SAN FRANCISCO SEATTLE
ST. LOUIS WASHINGTON WILMINGTON, DEL.

NEW YORK 5, N.Y.
120 BROADWAY
RECTOR 2-2060

2094

RECEIVED APR 18 1955 SECRETARY OF STATE

April 15, 1955

RE: FEDERAL URANIUM CORPORATION AND OTHERS

Secretary of State of Utah
Salt Lake City
Utah

Attention: Corporation Department

Dear Sir:

Herewith you will find form of Agreement of Merger which the parties expect to execute and file at the end of April. Because of the complexities of the parties and number of states involved, the document is being presubmitted to each of the Offices of Secretary of State in each of the four states to determine whether the document is acceptable for filing as executed.

Will you kindly wire the undersigned by collect telegram if you find the documents to be in order in so far as your Department is concerned.

If you have any objections or suggestions, you are authorized to telephone the undersigned in New York City at REctor 2-2060 collect, so that no time may be wasted in correcting any deficiencies.

Thanking you in advance for your cooperation in this matter, we are

Yours respectfully,

THE CORPORATION TRUST COMPANY

Winston E. Hobbs
Assistant Vice President

md
encl.

AIR MAIL