

657265 NOTICE
BOOK 511 PAGE 0285
RECORDED 12/03/2009 AT 10:50 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

NOTICE OF MERGER

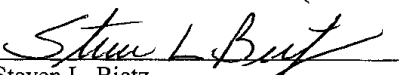
NOTICE IS HEREBY GIVEN of the merger by and between Fidelity Exploration & Production Company, a corporation, 1250 West Century Avenue, P. O. Box 5601, Bismarck, ND 58503 ("Fidelity") and Seven Brothers Ranches, Inc., a corporation, 1250 West Century Avenue, P. O. Box 5601, Bismarck, ND 58503, a wholly owned subsidiary of Fidelity ("Seven Brothers"), effective December 31, 2008 (the "Effective Date"), with Fidelity being the surviving corporation, as evidenced by the attached Certificate of Merger.

FURTHER, NOTICE IS HEREBY GIVEN that as of the Effective Date, all right, title, interest, or obligation of any kind or nature of Seven Brothers in and to the following described real property lying, situate, and being in Sheridan County, Wyoming and Big Horn County, Montana, was conveyed and transferred to Fidelity, by reason of said merger between affiliated corporations, as described above and in the attached documents:

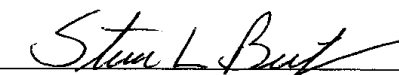
See the attached Exhibit(s) for the legal description of property tracts.

Dated: August 3, 2009.

FIDELITY EXPLORATION
& PRODUCTION COMPANY

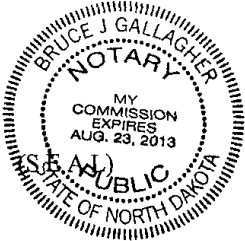
By: 
Steven L. Bietz
Chief Executive Officer

SEVEN BROTHERS RANCHES, INC.
By: Fidelity Exploration & Production
Company, the surviving corporation

By: 
Steven L. Bietz
Chief Executive Officer

STATE OF NORTH DAKOTA)
 : ss.
 COUNTY OF BURLEIGH)

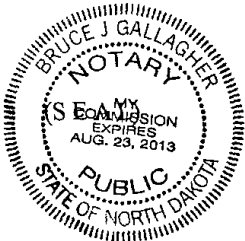
On August 3, 2009, before me personally appeared Steven L. Bietz, known to me to be the Chief Executive Officer of Fidelity Exploration & Production Company, a corporation, described in and which executed the within and foregoing instrument, and acknowledged to me that said officer executed the same.



Bruce J. Gallagher
 Bruce J. Gallagher, Notary Public
 Burleigh County, North Dakota
 My Commission Expires: 8/23/2013

STATE OF NORTH DAKOTA)
 : ss.
 COUNTY OF BURLEIGH)

On August 3, 2009, before me personally appeared Steven L. Bietz, known to me to be the Chief Executive Officer of Fidelity Exploration & Production Company, a corporation, the surviving corporation of Seven Brothers Ranches, Inc., a corporation, described in and which executed the within and foregoing instrument, and acknowledged to me that said officer executed the same.



Bruce J. Gallagher
 Bruce J. Gallagher, Notary Public
 Burleigh County, North Dakota
 My Commission Expires: 8/23/2013

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STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

Seven Brothers Ranches, Inc. (Wyoming) (Qualified Non-survivor)
Merged into Fidelity Exploration & Production Company (Delaware) (Qualified Survivor)

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **31st** day of **December, 2008**.



Filed Date: 12/31/2008


Secretary of State

By: Candice Dillmon

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WY Secretary of State
FILED: 12/31/2008
Original ID: 2001-000418231
Amendment ID: 2008-000711867

ARTICLES OF MERGER
of
SEVEN BROTHERS RANCHES, INC.
with and into
FIDELITY EXPLORATION & PRODUCTION COMPANY

Pursuant to Section 17-16-1105 of the Wyoming Business Corporation Act, the undersigned entities execute the following articles of merger:

1. The names of the constituent entities in the merger are as follows:

- (i) Seven Brothers Ranches, Inc., which is a corporation incorporated under the laws of the State of Wyoming; and
- (ii) Fidelity Exploration & Production Company, which is a corporation incorporated under the laws of the State of Delaware (the "Surviving Entity").

2. The surviving entity in the merger shall be Fidelity Exploration & Production Company.

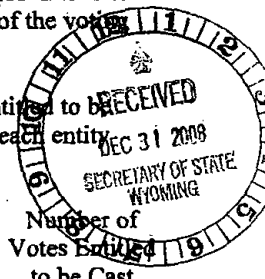
3. The effective date of the Merger shall be delayed until December 31, 2008, at 11:59:59 p.m.

4. Annexed hereto as Exhibit "A" and made a part hereof is an Agreement and Plan of Merger (the "Plan of Merger") by and between Fidelity Exploration & Production Company and Seven Brothers Ranches, Inc., pursuant to which Seven Brothers Ranches, Inc. merges with and into Fidelity Exploration & Production Company, with Fidelity Exploration & Production Company being the surviving entity (the "Merger"), as approved by the unanimous affirmative votes of the Board of Directors of Seven Brothers Ranches, Inc. and the Board of Directors of Fidelity Exploration & Production Company.

5. The Plan of Merger has been approved by the unanimous affirmative vote of the stockholders of Seven Brothers Ranches, Inc., pursuant to the applicable provisions of the Wyoming Business Corporation Act, and has been approved by the unanimous affirmative vote of the stockholders of Fidelity Exploration & Production Company, pursuant to the provisions of the Delaware General Corporation Act, such classes of stockholders constituting all of the voting groups entitled to vote on the Merger.

- (i) the designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the plan as to each entity was:

Name of Entity	Designation	Number of Outstanding Shares or Interests	Number of Votes Entitled to be Cast
Fidelity Exploration & Production Company	Common Stock	1,000	1,000
Seven Brothers Ranches, Inc.	Common Stock	1,000	1,000



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- (ii) the total number of undisputed votes cast for the plan separately by each voting group was:

Name of Entity	Voting Group	Total Number of Undisputed Votes Cast for the Plan
Fidelity Exploration & Production Company	Common Stock	1,000
Seven Brothers Ranches, Inc.	Common Stock	1,000

and the number of votes cast for the plan by each voting group was sufficient for approval by that group.


5. The Merger is permitted by the State of Delaware, the jurisdiction under whose laws Fidelity Exploration & Production Company is incorporated, and Fidelity Exploration & Production Company has complied with that law in effecting the Merger. Seven Brothers Ranches, Inc. has complied with the provisions of Wyoming law applicable to effecting the Merger.

[Signature page follows.]

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IN WITNESS WHEREOF, these Articles of Merger are executed on behalf of the constituent entities.


SEVEN BROTHERS RANCHES, INC.
a Wyoming corporation

By:


Steven L. Bietz
Chief Executive Officer

FIDELITY EXPLORATION & PRODUCTION
COMPANY
a Delaware corporation
(the Surviving Entity)

By:


Steven L. Bietz
Chief Executive Officer

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Exhibit "A"

**PLAN OF MERGER
of
SEVEN BROTHERS RANCHES, INC.
with and into
FIDELITY EXPLORATION & PRODUCTION COMPANY**

THIS PLAN OF MERGER is dated as of December 29, 2008, between SEVEN BROTHERS RANCHES, INC., a Wyoming corporation ("Seven Brothers"), and FIDELITY EXPLORATION & PRODUCTION COMPANY, a Delaware corporation ("Fidelity"). Seven Brothers and Fidelity are referred to sometimes collectively as the "Constituent Organizations."

RECITALS

WHEREAS, Seven Brothers is a corporation duly incorporated and existing under Wyoming law; and

WHEREAS, Fidelity is a corporation duly incorporated and existing under Delaware law; and

WHEREAS, the Board of Directors and sole stockholder of Seven Brothers and of Fidelity, respectively, deem it advisable and in the best interests of each of the Constituent Organizations that Seven Brothers merge with and into Fidelity upon the terms and conditions set forth in this Plan of Merger and pursuant to the applicable provisions of the laws of the State of Wyoming and the State of Delaware.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Wyoming and the State of Delaware, that Seven Brothers and Fidelity shall be merged into a single organization, to wit: Seven Brothers shall merge with and into Fidelity (the "Merger"), which is not a new company, and Fidelity shall continue its existence as a Delaware corporation (hereinafter sometimes called the "Surviving Organization"), upon the following terms and conditions:

Article 1 – Names of Constituent Organizations

The names of the parties to the Merger are Fidelity Exploration & Production Company and Seven Brothers Ranches, Inc.

Article 2 – Name of the Surviving Organization

The name of the Surviving Organization is Fidelity Exploration & Production Company, which is one of the Constituent Organizations and not a new company.

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Article 3 – Terms and Conditions of Merger

The terms and conditions of the Merger are as follows:

A. The effective date of the Merger shall be delayed until December 31, 2008, at 11:59:59 p.m. (the "Effective Date"). Notwithstanding the actual date or effective date of the filing of the Articles of Merger, the transaction shall be considered completed between the Constituent Organizations as of the Effective Date.

B. On the Effective Date of the Merger, Seven Brothers shall be merged with and into Fidelity and the corporate existence of Seven Brothers shall cease, and the existence of Fidelity as a corporation shall continue under the name Fidelity Exploration & Production Company.

C. The Certificate of Incorporation of Fidelity in effect on the Effective Date shall remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

D. The Bylaws of Fidelity in effect on the Effective Date shall be the Bylaws of the Surviving Organization until the same shall be altered or amended in accordance with the provisions thereof.

E. The directors and officers of Fidelity on the Effective Date shall be the directors and officers of the Surviving Organization until their respective successors are duly elected and qualified.

Article 4 – Manner and Basis of Converting Shares
of the Constituent Organizations into
Securities, Money, or other Property

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Organizations into shares of the of Surviving Organization are as follows:

A. All of the shares of Fidelity issued and outstanding immediately prior to the Effective Date shall continue to be issued and outstanding shares after the Effective Date, and thereafter, such shares shall evidence ownership of the same percentage of shares of the surviving entity.

B. On the Effective Date, the stockholders owning all of the issued and outstanding shares of capital stock of Seven Brothers shall surrender a certificate or certificates representing all of the issued and outstanding shares of capital stock of Seven Brothers owned, beneficially or of record, by such stockholders. On the Effective Date of the Merger, upon surrendering the stock certificate or certificates of Seven Brothers, the same shall be cancelled for \$1.00 and other value consideration. The stockholders of Seven Brothers agree to cure any deficiencies with respect to the certificates representing the stock interests of Seven Brothers or with respect to the assignment accompanying any such certificate.

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Article 5 – Approval of Shareholders

The plan of merger shall be approved by the sole stockholder of Fidelity pursuant to applicable provisions of the Delaware General Corporation Act, and by the sole stockholder of Seven Brothers pursuant to applicable provisions of the Wyoming Business Corporation Act.

Article 6 – Filing Plan of Merger

Upon the approval of the plan of merger by the stockholders of the Constituent Organizations, and subject to the conditions contained herein and therein, Articles of Merger shall be executed and filed with the Secretary of State of the State of Wyoming and the Secretary of State of the State of Delaware in accordance with applicable law. The Constituent Organizations shall also cause to be performed all necessary acts within the State of Wyoming and elsewhere to effectuate the Merger.

Article 7 – Service of Process

The Surviving Organization agrees that it may be served with process in the State of Wyoming in any proceeding for the enforcement of any obligation of a Constituent Organization and in any proceeding for the enforcement of the rights of a dissenting stockholder of a Constituent Organization against the Surviving Organization. The Surviving Organization irrevocably appoints the Secretary of State of the State of Wyoming as its agent to accept service of process in any proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Wyoming is Fidelity Exploration & Production Company, c/o MDU Resources Group, Inc. Legal Department, 1200 W. Century Avenue, P.O. Box 5650, Bismarck, ND 58506-5650.

Article 8 – Appraisal Rights

The Surviving Organization will promptly pay to any stockholders of Seven Brothers the amount, if any, to which they shall be entitled under the Wyoming Business Corporation Act with respect to the appraisal rights of stockholders.

Article 9 – Tax Effect

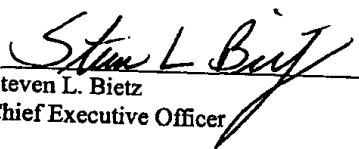
This Merger is intended to be a tax-free merger within the meaning of Section 368(a) of the Internal Revenue Code of 1986.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, this Plan of Merger is executed on behalf of the Constituent Organizations on the date first written above.

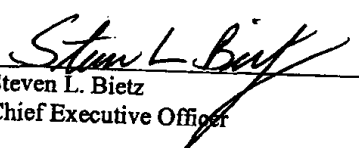
SEVEN BROTHERS RANCHES, INC.
a Wyoming corporation

By


Steven L. Bietz
Chief Executive Officer

FIDELITY EXPLORATION & PRODUCTION
COMPANY
a Delaware corporation

By


Steven L. Bietz
Chief Executive Officer

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**EXHIBIT
to
Notice of Merger**

LEGAL DESCRIPTION OF REAL ESTATE TRACTS

Real Property Reference Information:

Document: Warranty Deed, dated April 15, 2003 (the "2003 Warranty Deed")

Recording Information: Book 442 of Deed on Page 556-558 as Document 437870, Sheridan County, Wyoming

"Grantee": Seven Brothers Ranches, Inc. (hereinafter referred to as "Seven Brothers" or "Grantee")

"Grantors": Ronald E. Mischke and Renetta Mischke, as tenants by the entireties (hereinafter referred as "Mischke" or "Grantor")

LEGAL DESCRIPTION of real property transferred and assigned to Fidelity Exploration & Production Company ("Fidelity") pursuant to the Merger between Seven Brothers and Fidelity situate in Sheridan County, Wyoming and Big Horn County, Montana, which also appears in Exhibit A of said 2003 Warranty Deed, as more particularly described as follows:

A tract of land situated in:

Lot 3, NE1/4, NE1/4SW1/4, N1/2SE1/4, NW1/4SE1/4, E1/2SW1/4 and the NW1/4SW1/4 of **Section 24, Township 58 North, Range 83 West**, and Lot 3, Lot 4, and Lot 5 of **Section 19, Township 58 North, Range 82 West**, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the southwest corner of said Section 24;

Thence N14°49'46"E, 1521.97 feet to the POINT OF BEGINNING, said point lying in the centerline of the Lower Prairie Dog Road (AKA County Road No. 1211);

Thence N03°00'38"W, 694.60 feet to a point;

Thence N74°35'15"E, 339.25 feet to a point;

Thence S52°34'41"E, 421.98 feet to a point;

Thence S15°45'54"W, 504.40 feet to a point on the northerly right of way line of said Lower Prairie Dog Road;

Thence N88°36'02"E, 206.51 feet along said northerly right of way line to a point;

Thence along said northerly right of way line through a curve to the right having a radius of 348.31 feet, a central angle of 72°23'33", an arc length of 440.08 feet, a chord bearing of S55°12' 11"E, and a chord length of 411.39 feet to a point;

Thence S19°00'25"E, 138.58 feet along said northerly right of way line to a point in the centerline of the existing railroad tracks;

Thence along said centerline through a curve to the left, having a radius of 1910.08 feet, a central angle of 84°13'00", an arc length of 2807.55 feet, a chord bearing of N27°00'16"E, and a chord length of 2561.55 feet to a point;

Thence along said centerline through a spiral curve to the left having a length of 330 feet a chord bearing of N18°24'13"W, and a chord length of 329.89 feet to a point;

Thence N20°03' 12"W, 877.26 feet along said centerline to a point;

Thence along said centerline through a spiral curve to the left having a length of 210 feet, a chord bearing of N20°45'12"W, and a chord length of 209.99 feet to a point;

Thence along said centerline through a curve to the left, having a radius of 2864.93 feet, a central angle of 04°47'35", an arc length of 239.66 feet, a chord bearing of N24°32'59"W, and a chord length of 239.59 feet to a point;

Thence along said centerline through a portion of a spiral curve to the left having a total length of 210 feet, a chord bearing of N27°45'59"W, and a chord distance of 96.94 feet to a point on the north line of said Section 24;

Thence S89°45'10"E, 2358.17 feet along said north line to the southeast corner of Section 34, Township 9 South, Range 40 East M.P.M.;

Thence S89°44'31"E, 945.18 feet along the north line of said Section 24 to the northeast corner of said Section 24;

Thence S89°44'57"E, 2645.70 feet along the north line of said Section 19 to a point on the northerly line of a tract of land described in Book 386 of Deeds, Page 567;

Thence S05°33'30"W, 58.87 feet along said northerly line to a point;

Thence S87°50'24"W, 359.79 feet along said northerly line to a point;

Thence S88°53'46"W, 190.91 feet along said northerly line to a point;

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Thence N89°42'26"W, 645.33 feet along said northerly line to a point on the westerly line of said tract;

Thence S46°33'31"W, 119.67 feet along said westerly line to a point;

Thence S14°40'24"E, 794.45 feet along said westerly line to a point;

Thence S58°04'25"W, 209.80 feet along said westerly line to the southwest corner of said tract;

Thence S89°38' 19"W, 57.31 feet to a point in said centerline of Lower Prairie Dog Road;

Thence S58°04'25"W, 1505.40 feet along said centerline to a point;

Thence S74°45'01"W, 487.40 feet along said centerline to a point;

Thence, along said centerline through a curve to the left, having a radius of 286.48 feet, a central angle of 59°47'47", an arc length of 298.98 feet, a chord bearing of S44°51'07"W, and a chord length of 285.60 feet to a point;

Thence S14°57'13"W, 260.56 feet along said centerline to a point;

Thence S33°12'54"W, 352.70 feet along said centerline to a point;

Thence S75°16'18"W, 1072.77 feet along said centerline to a point;

Thence S34°34'37"W, 474.63 feet along said centerline to a point;

Thence S53°45'31"W, 1000.04 feet along said centerline to a point;

Thence S61°14'52"W, 247.91 feet along said centerline to a point;

Thence S70°32'47"W, 219.77 feet along said centerline to a point;

Thence, along said centerline through a curve to the right, having a radius of 337.03 feet, a central angle of 90°26'48", an arc length of 532.04 feet, a chord bearing of N64°13'49"W, and a chord length of 478.49 feet to a point;

Thence N19°00'25"W, 185.35 feet along said centerline to a point;

Thence, along said centerline through a curve to the left, having a radius of 318.31 feet, a central angle of 72°23'33", an arc length of 402.18 feet, a chord bearing of N55°12'11"W, and a chord length of 375.96 feet to a point;

Thence S88°36'02"W, 696.04 feet along said centerline to the **POINT OF BEGINNING**.

Excepting Lot 2; and that portion of the SW1/4NE1/4 lying east of the centerline of the railroad tracts; part of Lot 3 lying east of the centerline of the railroad tracts; that part of the SE1/4NW1/4 lying east of the centerline of the railroad tracts of said Section 24.

Said tract contains 166.42 acres of land more or less.

Bearings are grid: Grid North=Geodetic North at Longitude 106°51' 17.533"W.

TOWNSHIP 9 SOUTH, RANGE 40 EAST, M.P.M., BIG HORN COUNTY, MONTANA

Section 34: Lots 3 and 4 and the N1/2SE1/4 (being all of the SE1/4)

Section 35: Lots 1 and 2, N1/2SW1/4, S1/2NW1/4, NW1/4NW1/4 and all those portions of the W1/2NE1/4, NE1/4NW1/4, NW1/4SE1/4 and Lot 3 lying westerly of the center of the County Road which runs through said subdivision, the center line of said County Road being described as follows:

Commencing at the Southeast corner of said Section 35,

Thence South 89°53' West 1811 feet to the point of beginning;

Thence North 00°26' East 236 feet;

Thence North 05°18' West 120 feet;

Thence North 14°46' West 511 feet;

Thence North 15°52' West 383 feet;

Thence North 04°46' West 549.7 feet;

Thence North 22°20' East 618 feet;

Thence North 07°46' West 227 feet;

Thence North 37°48' West 787 feet;

Thence North 22°04' West 453 feet;

Thence North 21°07' West 337 feet;

Thence North 48°53' West 338 feet;

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Thence North 27°56' West 286 feet;

Thence North 11°39' West 348 feet;

Thence North 11°20' West 187 feet, more or less to the North line of said Section 35.

Containing 494.04 acres of land, more or less.

**TRANSFER OR ASSIGNMENT OF SAID REAL PROPERTY PURSUANT TO THE
MERGER BETWEEN SEVEN BROTHERS AND Fidelity IS SUBJECT TO THE
FOLLOWING:**

1. All easements, reservations, exceptions, restrictions, encumbrances, regulations, covenants, and conditions of record.
2. Said transfer and assignment from Seven Brothers to Fidelity Exploration & Production Company, an affiliated company of Seven Brothers ("Fidelity"), is subject to a Contract for Purchase of Real Estate (the "2003 Agreement") between Mischke and Seven Brothers, its successors, assigns and affiliated parties, dated April 14, 2003, as stated in the Warranty Deed, dated April 15, 2003, between Mischke and Seven Brothers.
3. RESERVATION TO GRANTOR (Mischke) in said 2003 Warranty Deed: Mischkes reserve to themselves, and their descendants, for so long as Grantee, owns all the land as more particularly described above, a first right to purchase from Grantee, the following described 9.87 acre parcel of property, to-wit:

A tract of land situated in the E1/2SW1/4 and the NW1/4SW1/4, of **Section 24, Township 58 North, Range 83 West**, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the southwest corner of said Section 24;

Thence N14°49'46"E, 1521.97 feet to the POINT OF BEGINNING, said point lying in the centerline of the Lower Prairie Dog Road (A/K/A County Road No. 1211);

Thence N03°00'38"W, 694.60 feet to a point;

Thence N74°35'15"E, 339.25 feet to a point;

Thence S52°34'41"E, 421.98 feet to a point;

Thence S15°45'54"W, 504.40 feet to a point on the northerly right of way line of said Lower Prairie Dog Road;

Thence N88°36'02"E, 206.51 feet along said northerly right of way line to a point;

Thence along said northerly right of way line through a curve to the right having a radius of 348.31 feet, a central angle of 72°23'33", an arc length of 440.08 feet, a chord bearing of S55°12'11"E, and a chord length of 411.39 feet to a point;

Thence S19°00'25"E, 138.58 feet along said northerly right of way line to a point in the centerline of the existing railroad tracks;

Thence S70°59'35"W, 30.00 feet to a point in said centerline of the Lower Prairie Dog Road;

Thence N19°00'25"W, 138.58 feet along said centerline to a point;

Thence along said centerline through a curve to the left, having a radius of 318.31 feet, a central angle of 72°23'33", an arc length of 402.18 feet, a chord bearing of N55°12'11"W, and a chord length of 375.96 feet to a point;

Thence S88°36'02"W, 696.04 feet along said centerline to the POINT OF BEGINNING.

Containing 9.87 acres of land more or less.

RESERVATION TO GRANTOR IN 2003 Warranty Deed: In the event that Grantee, its successor or assigns, receives a bona fide offer to purchase the lands from a third party which Grantee desires to accept, Grantee shall provide Grantors with a copy of such offer. Delivery of such offer shall be considered as an offer to sell the land to Grantors for the same price and on the same payment terms as set forth in the third party's offer. Grantors shall have ten (10) days from their receipt of such offer within which to accept it. If Grantors fail to accept the offer within such 10-day period, Grantee may sell the property to the third party on the terms and conditions set forth in the offer. The Grantor must purchase the property within thirty (30) days of receipt of the offer. But if the sale does not occur on the same terms and conditions as set forth in the offer, Grantors' right to purchase shall continue in effect.