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**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
95-09222					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. #25
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Biopol Laboratory
327 E. Pacific Ave.
Spokane, WA 99202

4. New Owner/Claimant(s)

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

ALK-Abello's Source Materials, Inc.

City, State and ZIP Code

448 S. Lochsa St., Post Falls, ID 83854

New Telephone Number

(208) 457-9900 Email:

* NIA claim filed 4-5-10
O/C not processed

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5. Date you acquired the property

10. December 2007

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)



General Manager

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

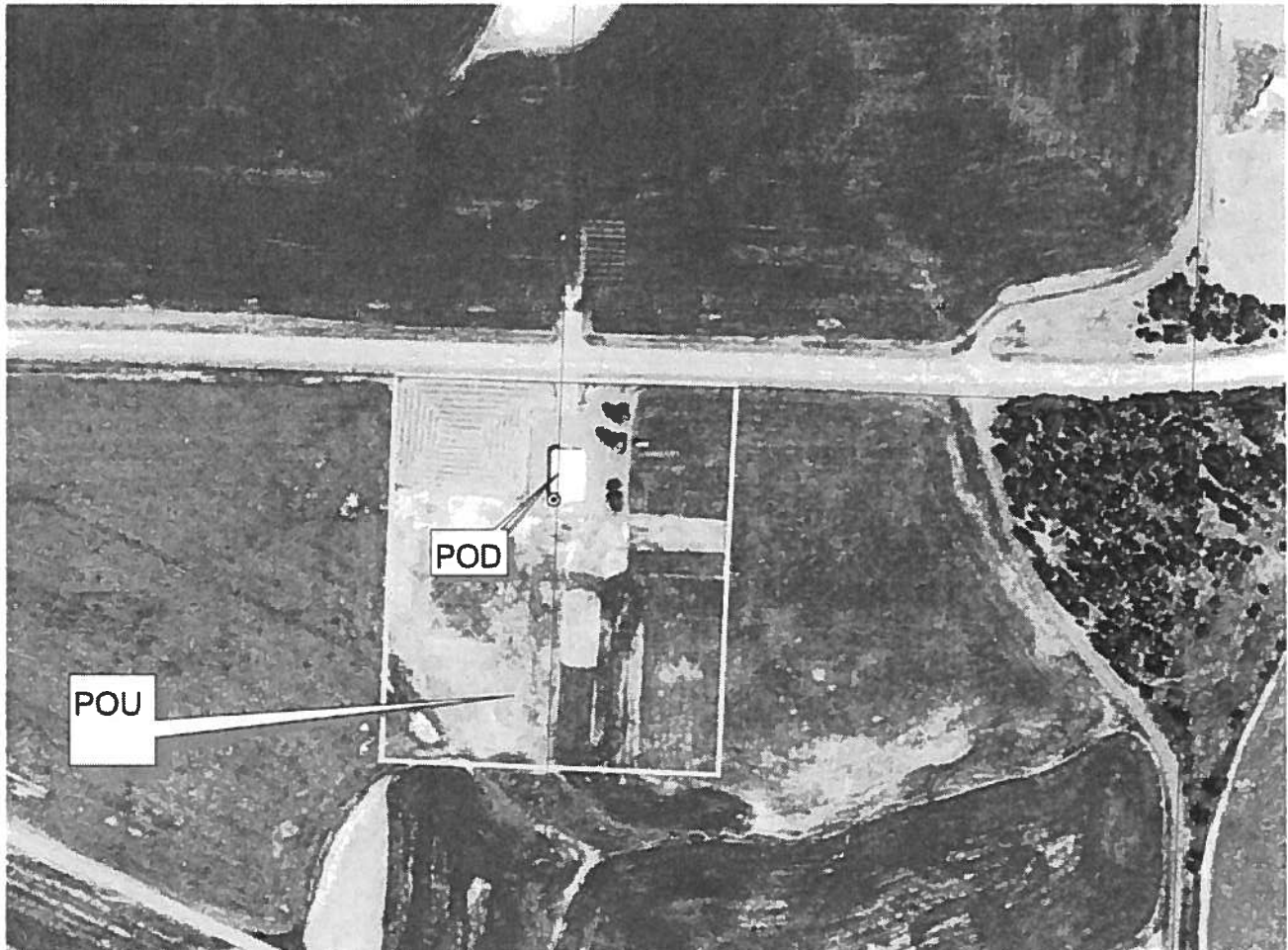
For IDWR Office Use Only:

Received by 
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Date 10/22/09
 Date 10/22/09
 Date

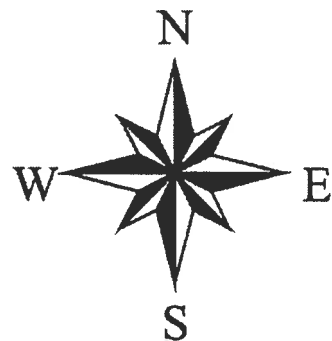
Receipt Amt. \$25.00
 Receipt No. N022568
 WR Date

95-9222



0.1 0 0.1 0.2 Miles

-  GCDB46N04W GCDB
-  Application POD
-  Point of diversion.shp
-  Place of use.shp
-  Administrative BasinsAdminbas.shp



ARTICLES OF MERGER
OF
BIOPOL LABORATORY, INC.
WITH AND INTO
VESPA LABORATORIES, INC.

Pursuant to the provisions of the Washington Business Corporation Act (the "WBCA") governing the merger of a domestic wholly-owned subsidiary business corporation with and into its foreign parent business corporation, the foreign parent business corporation hereinafter named does hereby submit the following Articles of Merger:

1. The name of the non-surviving subsidiary corporation, which is a business corporation organized under the laws of the State of Washington, is Biopol Laboratory, Inc. ("Biopol").
2. The name of the surviving parent corporation, which is a business corporation organized under the laws of the State of Pennsylvania, is Vespa Laboratories, Inc. ("Vespa" or the "Surviving Corporation").
3. The number of outstanding shares of Biopol Common Stock is six hundred fifty (650), all of which are of one class, and all of which are owned by Vespa.
4. The Agreement and Plan of Merger setting forth the terms and conditions of the merger of Biopol with and into Vespa has been approved, adopted, executed, and acknowledged by the Board of Directors of Vespa in accordance with the WBCA and the Pennsylvania Business Corporation Act and is attached hereto as Exhibit A and made a part hereof.
5. The Articles of Incorporation of Vespa, which were filed on June 30, 1983, shall be the Articles of Incorporation of the Surviving Corporation; provided, that upon the effectiveness of the merger, the Articles of Incorporation shall be amended and restated in full to change the name of the Surviving Corporation to ALK-Abelló Source Materials, Inc. and to read as Exhibit B attached hereto and, as so amended, shall be the Articles of Incorporation of the Surviving Corporation. The Board of Directors adopted the amended and restated Articles of Incorporation on December 10, 2007.
6. Vespa in its capacity as the holder of all of the outstanding shares of Biopol waived the mailing of a copy of the Plan of Merger to itself as otherwise provided for under the provisions of Section 23B.11.040 of the WBCA.
7. The laws of the State of Pennsylvania permit a merger of a foreign wholly-owned subsidiary business corporation into a Pennsylvania parent business corporation; therefore, the merger of Biopol with and into Vespa is in compliance with

the laws of the State of Pennsylvania;

8. The approval of the shareholders of Biopol and Vespa was not required for the merger.

9. The effective time and date of the merger herein provided for in the State of Washington shall be 11:59 p.m., Eastern time, on December 31, 2007.

IN WITNESS WHEREOF, Vespa Laboratories, Inc. has caused these Articles of Merger to be executed as of the 10th day of December, 2007.

VESPA LABORATORIES, INC.

By: 
Miles W. Guralnick, President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER
BETWEEN
BIOPOL LABORATORY, INC.
(A WASHINGTON CORPORATION)
AND
VESPA LABORATORIES, INC.
(A PENNSYLVANIA CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER is made as of the date set forth below by and between Biopol Laboratory, Inc. a Washington corporation (hereinafter referred to as "Biopol"), and Vespa Laboratories, Inc., a Pennsylvania corporation (hereinafter referred to as "Vespa" or the "Surviving Corporation"), said corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations."

W I T N E S S E T H

WHEREAS, Biopol is a corporation duly organized and validly existing under the laws of the State of Washington, and is a wholly-owned subsidiary of Vespa;

WHEREAS, Vespa is a corporation duly organized and validly existing under the laws of the State of Pennsylvania, and is the owner of all of the outstanding shares of Biopol; and

WHEREAS, it is intended that the merger contemplated hereby qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, covenants and conditions hereinafter contained, Biopol and Vespa hereby agree as follows:

1. At the Effective Time (as defined below), Biopol shall merge with and into Vespa and the Constituent Corporations shall become a single corporation, which shall be the Surviving Corporation. The Surviving Corporation shall exist by virtue of and under the Pennsylvania Business Corporation Law (the "PBCL"). At the Effective Time, the corporate identity, existence, purpose, powers, franchises, rights and immunities of Vespa shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of Biopol shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of Biopol, except insofar as it may be continued by reason of the Washington Business Corporation Act

("WBCA") or the PBCL, shall cease at the Effective Time and thereupon Biopol and the Surviving Corporation shall become a single corporation.

2. At the Effective Time, the Articles of Incorporation of Vespa, as in effect immediately prior to the Effective Time, shall be and remain the Articles of Incorporation of the Surviving Corporation; provided, that, at the Effective Time, the Articles of Incorporation shall be amended and restated in full to change the name of the Surviving Corporation to ALK-Abelló Source Materials, Inc. and, as so amended, shall be the Articles of Incorporation of the Surviving Corporation.

At the Effective Time, by virtue of the merger, all of the issued and outstanding shares of common stock of Biopol shall be deemed cancelled without further consideration. No shares of stock or any other consideration of the Surviving Corporation shall be issued in respect thereof. At the Effective Time, each of the issued and outstanding shares of common stock of Vespa shall be and become converted automatically by virtue of the merger, without any action on the part of the holder of such shares, into one fully paid and nonassessable share of the common stock, \$0.00 par value per share, of the Surviving Corporation. Certificates theretofore representing shares of the common stock of Vespa shall automatically become certificates representing the same number of shares of common stock of the Surviving Corporation and each holder thereof shall be entitled to precisely the same rights which he would have enjoyed if he held certificates issued by the Surviving Corporation.

3. At the Effective Time, the By-Laws of Vespa as they exist immediately prior to the Effective Time, shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

4. At the Effective Time, the Board of Directors of Vespa immediately prior to the Effective Time shall, at the Effective Time, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and/or until their successors are duly elected and qualified.

5. At the Effective Time, the officers of Vespa immediately prior to the Effective Time shall, at the Effective Time, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

6. The first annual meeting of the shareholders of the Surviving Corporation held after the Effective Time shall be the annual meeting provided by the By-Laws of Vespa. The first regular meeting of the Board of Directors of the Surviving Corporation held after the Effective Time shall be convened in a manner provided in the By-Laws of Vespa and may be held at the time and place specified in the notice of meeting.

7. The Merger shall become effective at 11:59 p.m., Eastern time, on December 31, 2007, herein referred to as the "Effective Time." At such Effective Time, the separate existence of Biopol shall cease and it shall be merged with and into Vespa in accordance with the provisions of this Agreement and Plan of Merger.

8. Notwithstanding anything contained herein to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of Vespa at any time prior to the Effective Time, if the Board of Directors of Vespa should decide that it would not be in the best interest of Vespa or Biopol.

9. On the Effective Date, the Surviving Corporation shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises and the Surviving Corporation shall be subject to all the restrictions, disabilities and duties of Biopol, and all property, real, personal and mixed, intellectual property and rights relating thereto, and all debts due to Biopol on whatever account, including stock subscriptions to shares as well as other choses in actions shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of Biopol.

10. From and after the Effective Time, all corporate acts, plans, policies, contracts, approvals and authorizations of each of the Constituent Corporations and its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations. The employees of the Constituent Corporations shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Constituent Corporations.

11. Vespa, in its capacity as the holder of all of the outstanding shares of Biopol hereby waives the mailing of a copy of this Agreement and Plan of Merger to itself as otherwise provided for under the provisions of Section 23B.11.040 of the WBCA.

12. This merger shall constitute a tax-free reorganization under 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the Washington and Pennsylvania Statutes.

13. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of Biopol, the proper officers and directors of Vespa shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper, in the name and on behalf of Biopol, if necessary or advisable, to vest such property or rights in the Surviving Corporation, and otherwise to carryout the purposes of this Agreement and Plan of Merger.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of this 10th day of December, 2007.

BIOPOL LABORATORY, INC.

By: 
Miles W. Guralnick, President

VESPA LABORATORIES, INC.

By: 
Miles W. Guralnick, President

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