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1907 - 2000
Ferd E. Evans, Jr.
1919 - 1991
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1932 - 2005
Donald E. Schrag
1949 - 2008
Dennis M. Feanay
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*Resident and Licensed in Florida

April 21, 2009

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Missouri Public Service Commission ✓
Governor Office Building
PO Box 360
Jefferson City, MO 65102-0360

FILED³

APR 24 2009

Missouri Public
Service Commission

RE: U. S. Energy Services, Inc.

Ladies and Gentlemen:

I enclose herewith to each of you the Application for Certification as a Seller of Energy Services in the State of Missouri on behalf of U. S. Energy Services, Inc. Attached thereto, you will find certified copies of the Certificate of Incorporation, the Articles of Incorporation, as well as certified copies of Articles of Amendment.

Please notify me immediately should any additional information be necessary. Thank you for your attention to this matter, and I remain,

Very truly yours,

Clinton M. Goos
For the Firm

CMG:jcb
Enclosures

cc: Todd Overgard (w/enclosures)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

APR 24 2009

Missouri Public
Service Commission

IN THE MATTER OF THE APPLICATION)
OF U.S. ENERGY SERVICES, INC.)
FOR CERTIFICATION AS A SELLER OF)
ENERGY SERVICES IN THE STATE OF)
MISSOURI)

APPLICATION FOR CERTIFICATION AS A
SELLER OF ENERGY SERVICES
IN THE STATE OF MISSOURI

U.S. Energy Services, Inc.
NAME OF APPLICANT

April 16, 2009
DATE OF APPLICATION

Address of Principal Place of Business:

If the Commission or Staff has questions
about this Application, they should contact:

U.S. Energy Services, Inc.
605 North Highway 169, Suite 1200
Plymouth, MN 55441

Clinton M. Goos
MORRIS LAING EVANS BROCK
& KENNEDY, CHTD.
300 N. Mead, Suite 200
Wichita, KS 67202-2745
T: 316-262-2671
F: 316-262-6226

APPLICANT IS:

- Individual Doing Business Under Own Name
- Individual Doing Business Under Fictitious Name (*Attach a copy of registration of fictitious name with Secretary of State*)
- Partnership (*Attach copy of partnership agreement - Missouri Attorney must file the application*)
- Corporation (*Attach certified copy of Articles of Incorporation and Certificate of Incorporation - Missouri Attorney must file the application*)

-IMPORTANT-

APPLICATION MUST BE SIGNED AND NOTARIZED TO BE PROCESSED. IF APPLICANT IS A PARTNERSHIP OR CORPORATION, APPLICATION MUST BE SIGNED BY AN AUTHORIZED MEMBER OR CORPORATE OFFICER, NOTARIZED, AND SIGNED BY APPLICANT'S ATTORNEY.

APPLICATION SHOULD BE MAILED TO BOTH:

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

AGREEMENT OF APPLICANT FOR CERTIFICATION AS AN ENERGY SELLER

No person, other than a distributor or a political subdivision operating within its territorial limits, shall provide energy services in a political subdivision which has business license taxes in effect pursuant to section 66.300, 71.610, 92.045, 94.110, or 94.360 RSMo, or persons who sell energy service unless the person is certified by the commission as a seller and files its agreement with the commission to pay to the political subdivision all applicable business license taxes. All retail sales of energy shall be made by a distributor, seller or a political subdivision operating within its territorial limits. No distributor or political subdivision shall provide energy services to any person on behalf of any seller unless the seller has been certified as a seller and filed its agreement with the commission to pay all applicable business license taxes and the commission has furnished such distributor or political subdivision with evidence of such certification.

The applicant agrees to the following statutory conditions.

- (1) Applicant agrees to pay business license taxes, franchise fees or PILOTS as required pursuant to section 393.299 RSMo.
- (2) Applicant waives its right to challenge the validity of the agreement.
- (3) Applicant waives its right to the refund of amounts paid pursuant to the agreement.
- (4) Applicant will make its books and records available to the Commission and political subdivision for review.

SIGN HERE: _____

PRINT NAME: _____

Todd D. Overgard

ADDRESS: _____

605 North Highway 169, Suite 200, Plymouth, MN 55441

PHONE: _____

(763) 543-4600

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

LIST OF POLITICAL SUBDIVISIONS IN WHICH
U.S. ENERGY SERVICES, INC. PROVIDES ENERGY SERVICES

U.S. Energy Services, Inc. provides energy services in the following Missouri political subdivisions, and will notify the Commission within 48 hours if it begins providing energy services in any other political subdivisions, or stops providing energy services in any political subdivision listed below, as required by Commission rule.

Carroll County

not yet selling energy services,

but could at any time

Saline County

presently selling energy services

City of Macon

work for the City's utility,

Macon Municipal Utilities. Not

yet selling energy services; but

could sell odd lot volumes of gas in the

future.

(Use additional pages, if necessary)



To Whom It May Concern:

Please be advised that some of the images we have for this document are of substandard quality and may be difficult to read. Our office has produced the best copies available.

We apologize for any inconvenience this may cause. If you have any questions, please contact our Business Services Information Line at 651-296-2803 or 1-877-551-6767.

Office of the Minnesota Secretary of State
Business Services Division

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do hereby certify that Articles of Incorporation were duly signed and acknowledged under my hand and seal on this date in the Office of the Secretary of State, and the incorporation of the following company in accordance with the provisions of the Statutes is as follows:

of State of Minnesota, for the purpose of incorporation, have been filed on this date in the Office of the Secretary of State, for the purpose of incorporation, in accordance with the provisions of the Statutes of Minnesota.

This corporation is now organized under the laws of Minnesota.

Organized under the laws of Minnesota.

Corporate Name: U.S. Standard

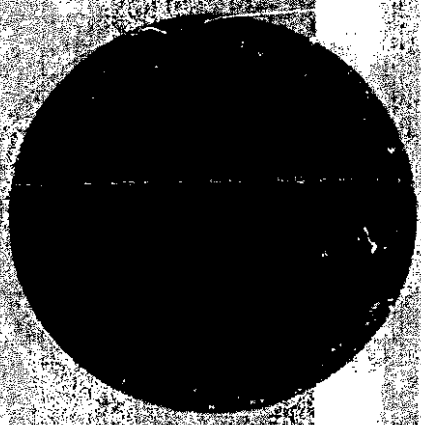
192

Corporate Charter Number: 3021

Chapter: 3021

This certificate has been signed

192



Joan Anderson Grove
Secretary of State



75-415

719

ARTICLES OF INCORPORATION
OF
U.S. MANAGEMENT SYSTEMS, INC.

I, the undersigned, being a natural person of full age, for the purpose of forming a corporation under the provisions of Chapter 302A of Minnesota Statutes, adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation shall be U.S. Management Systems, Inc.

ARTICLE II
REGISTERED OFFICE

The address of the registered office of this corporation in Minnesota shall be 1000 Superior Boulevard, Suite 208, Wayzata, Minnesota 55391.

ARTICLE III
STOCK

3.1 Authorized Shares. The authorized shares of stock of this corporation shall be One Hundred Thousand (100,000) shares having a par value of one cent (\$.01) per share.

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3.2 Common Stock. All shares of this corporation shall be common shares entitled to vote and shall be of one class and one series having equal rights and preferences in all matters.

3.3 No Preemptive Rights. No shareholder of this corporation shall have any preemptive or other right to acquire the common stock or any other securities of this corporation.

3.4 No Cumulative Voting. No shareholder shall have the right to cumulate his or her votes in any election of directors of this corporation.

ARTICLE IV
BOARD OF DIRECTORS

The business and affairs of this corporation shall be managed by or under the direction of a Board of Directors which shall consist of the number of directors provided in the Bylaws of this corporation.

ARTICLE V
LIABILITY OF DIRECTORS

A director of this corporation shall not be personally liable to this corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for (i) liability based on a breach of the duty of loyalty to this corporation or its shareholders; (ii) liability for acts or omissions not in good faith or that involve intentional

misconduct or a knowing violation of law; (iii) liability based on the payment of an improper dividend or an improper repurchase of this corporation's stock under Minnesota Statutes, Section 302A.559 or on violations of federal or state securities laws; (iv) liability for any transaction from which the director derived an improper personal benefit; or (v) liability for any ~~act or omission occurring prior to the date this Article~~ becomes effective. If Chapter 302A of Minnesota Statutes hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of this corporation in addition to the limitation on personal liability provided herein shall be limited to the fullest extent permitted by the amended Chapter 302A of Minnesota Statutes. Any repeal or modification of this Article by the shareholders of this corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of this corporation existing at the time of such repeal or modification.

ARTICLE VI
INCORPORATOR

The name and address of the incorporator of this corporation are:

Steven R. Kruger
3500 IDS Center
Minneapolis, Minnesota 55402

722

IN WITNESS WHEREOF, I have executed these Articles of
Incorporation this 1st day of October, 1992.

Steven R. Kruger
Steven R. Kruger, Incorporator

0574v

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

OCT 1 1992

Joel Andrew Stone
Secretary of State

STATE OF MINNESOTA
DEPARTMENT OF STATE
I hereby certify that this is a
true and correct copy of the
document as filed for record in
this office.
DATED _____
Joel Andrew Stone
Secretary of State
By _____

70-415

ARTICLES OF AMENDMENT 5279
OF
U.S. MANAGEMENT SYSTEMS, INC.

By written action dated March 17, 1993, the shareholders of U.S. Management Systems, Inc., a Minnesota corporation, have adopted, pursuant to Chapter 302A of Minnesota Statutes, a resolution amending the Articles of Incorporation of the corporation, as hereinafter set forth.

ARTICLE I
NAME

The name of the corporation shall be U.S. Energy Services, Inc. m

IN WITNESS WHEREOF, I have executed these Articles of Amendment this 17th day of March, 1993.

William Bathe

William Bathe
President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
MAR 22 1993
John Lawrence Stone
Secretary of State

844857

70-415

State of Minnesota

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SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: ENERGY AND ENVIRONMENTAL CONSULTING
ENGINEERS, INC.
MN: U. S. ENERGY SERVICES, INC.

State of Formation and Name of Surviving Entity:

MN: U. S. ENERGY SERVICES, INC.

Effective Date of Merger: August 1, 1999

Name of Surviving Entity After Effective Date of Merger:

U. S. ENERGY SERVICES, INC.

This certificate has been issued on: July 30, 1999



Mary Kiffmeyer
Secretary of State

70-4115

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ARTICLES OF MERGER OF ENERGY AND ENVIRONMENTAL CONSULTING ENGINEERS, INC. INTO U.S. ENERGY SERVICES, INC.

These Articles of Merger relate to the merger of **ENERGY AND ENVIRONMENTAL CONSULTING ENGINEERS, INC.**, a Minnesota corporation ("Target"), with and into **U.S. ENERGY SERVICES, INC.**, a Minnesota corporation (the "Company").

(A) The Agreement and Plan of Merger, dated as of July 30, 1999 (the "Plan of Merger"), in fully executed form, is attached hereto as Exhibit A.

(B) The Plan of Merger has been approved by each of Target and the Company pursuant to Chapter 302A of the Minnesota Statutes.

Dated this 30th day of July, 1999.

**ENERGY AND ENVIRONMENTAL
CONSULTING ENGINEERS, INC.**

By Gary A. Swanson
Gary A. Swanson
Its President

U.S. ENERGY SERVICES, INC.

By William G. Bathe
William G. Bathe
Its President

M-00837-1-308-0730199

022726

EXHIBIT "A"
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of July 30, 1999, by and between U.S. ENERGY SERVICES, INC. ("USES"), a Minnesota corporation, and ENERGY AND ENVIRONMENTAL CONSULTING ENGINEERS, INC. ("EECE"), a Minnesota corporation, said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations", pursuant to the general corporation laws of the State of Minnesota.

WHEREAS, USES is a corporation duly organized and validly existing under the laws of the State of Minnesota; and

WHEREAS, EECE is a corporation duly organized and validly existing under the laws of the State of Minnesota; and

WHEREAS, the surviving corporation, USES, has its registered office in the State of Minnesota at 1000 Superior Boulevard, Suite 201, Wayzata, Minnesota 55391-1873; and

WHEREAS, as of the date of this Agreement, the authorized capital stock of USES consists of 100,000 shares at \$.01 per share par value, of which 3,000 shares are issued and outstanding; and

WHEREAS, as of the date of this Agreement, the authorized capital stock of EECE consists of 10,000 shares at \$.10 per share par value, of which 10,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that EECE be merged with USES on the terms hereinafter set forth and in accordance with the laws of the State of Minnesota and the respective Boards of Directors of each of the Constituent Corporations have approved and authorized the execution and delivery of this Agreement and the shareholders of each of the Constituent Corporations have also

approved the merger transaction as required by the Minnesota Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and provisions herein contained, and for the purpose of stating the terms and conditions of EECE's merger into USES and the mode of carrying the same into effect and the manner of converting the securities of EECE into the securities of USES and such other details and provisions as are deemed advisable, the parties hereto hereby agree as follows:

ARTICLE 1

THE MERGER; EXECUTION OF DOCUMENTS; EFFECTIVE DATE

1.1 Subject to the terms and conditions contained herein, at the Effective Date, EECE shall be merged with and into USES and the separate existence of EECE shall thereupon cease (the "Merger"). USES shall be the Surviving Corporation and the separate corporate existence of USES with all its rights, privileges, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Act.

1.2 The parties agree to execute such certificates, conveyances, agreements or documents of transfer which USES in its discretion considers necessary to carry out or otherwise perform the undertakings provided for herein.

1.3 The President and Secretary of the Surviving Corporation are authorized and directed to execute, certify, acknowledge and file this Agreement pursuant to applicable Minnesota statutes and the Merger shall become effective on August 1, 1999, or at the time of filing with the Secretary of State of the State of Minnesota, whichever shall be the later date.

ARTICLE 2

ARTICLES OF INCORPORATION AND BY-LAWS; OFFICERS AND DIRECTORS; EFFECT OF MERGER

2.1 The Articles of Incorporation, Certificate of Incorporation and By-Laws of USES, as in effect immediately prior to the Effective Date, shall continue as the Articles of Incorporation, Certificate of Incorporation and By-Laws of the Surviving Corporation.

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2.2 The officers of the Surviving Corporation, who shall serve until their successors have been duly elected and qualified, shall be as follows:

William G. Bathe - President/Treasurer
William F. Houston - Vice President
Casey D. Whelan - Vice President
Kurt A. Garst - Secretary

The directors of the Surviving Corporation, who shall serve until their successors have been duly elected and qualified, shall be as follows:

William G. Bathe
William F. Houston
Kurt A. Garst
Casey D. Whelan
Gary A. Swanson
Todd Overgard

2.3 At the Effective Date, EECE shall be merged into USES and the separate existence of EECE shall thereupon cease. USES, as the Surviving Corporation, shall possess all the rights, privileges, immunities, powers and purposes of each of the Constituent Corporations. All the property, real, personal and mixed, tangible and intangible, of the Constituent Corporations, and all debts due on whatever account by them, including choses in action belonging to them, all as the same shall exist and to the extent of their right, title and interest therein, on the Effective Date, shall vest in USES without further act or demand; and all such rights, privileges, immunities, powers and purposes and all and every other interests of the Constituent Corporations shall be thereafter the property of USES. USES shall be responsible for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the effectiveness of the Merger, the Surviving Corporation shall determine that any returns or reports, or any filings of any kind, are required to be made by EECE to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Corporation any property of EECE, the President of the Surviving Corporation, or such other officers thereof as may be designated by the Board of Directors thereof, shall be empowered to make and execute on behalf of EECE all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effectuate the Merger and to vest title to all of the property of EECE in the Surviving Corporation.

ARTICLE 3
MANNER AND BASIS OF CONVERTING SHARES

3.1 The manner and basis of exchanging the shares of issued and outstanding common stock of EECE into shares of common stock of USES shall be as follows:

On the Effective Date, the total issued and outstanding shares of common stock of EECE shall be converted into and exchanged for 333 shares of common stock of USES, said shares of stock to be allocated among the shareholders of EECE in proportion to their respective ownership in EECE.

3.2 As soon as practicable after the Effective Date, each holder of record of any certificate for shares of EECE common stock outstanding immediately prior to the Effective Date shall be entitled, upon surrender of such certificate(s) for cancellation to USES, to receive a new certificate for the number of whole shares of USES common stock to which such holder shall be entitled on the basis above set forth, and until so surrendered each certificate which, immediately prior to the Effective Date, represented shares of EECE common stock shall not be transferable on the books of USES but shall be deemed to evidence ownership of the number of whole shares of USES common stock into which such shares of EECE common stock have been converted on the basis above set forth.

ARTICLE 4 TERMINATION

4.1 This Agreement and Plan of Merger may be terminated and abandoned upon mutual consent of the respective Boards of Directors of USES and EECE at any time prior to the Effective Date, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of either of the two corporations. In the event of the termination and abandonment of this Agreement and Plan of Merger pursuant to the foregoing provisions of this Article 4, this Agreement and Plan of Merger shall be void and have no effect, and no liability shall be incurred hereunder on the part of either USES or EECE or the stockholders, directors, or officers thereof.

ARTICLE 5 MISCELLANEOUS

5.1 USES shall bear the expenses incurred in connection with this Agreement and in connection with all things required to be done by each of the Constituent Corporations under this Agreement.

5.2 For the convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5.3 This Agreement shall be executed and delivered and is intended to be performed in the State of Minnesota, and the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of said state.

5.4 The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

5.5 Any of the terms or conditions of this Agreement may be waived at any time by whichever of the Constituent Corporations is, or the stockholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or may be amended or modified in whole or in part at any time by an agreement in writing authorized by the Boards of Directors of the Constituent Corporations; provided, however, that no such amendment or modification or waiver after adoption by the stockholders of EECE shall be made which changes the manner in which the common stock of EECE is to be converted into and exchanged for common stock of USES as provided in Article 3 of this Agreement without the approval of such stockholders.

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IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed in its corporate name by its President, all as of the date first above written.

U.S. ENERGY SERVICES, INC.

By William G. Bathe
William G. Bathe
Its President

ENERGY AND ENVIRONMENTAL
CONSULTING ENGINEERS, INC.

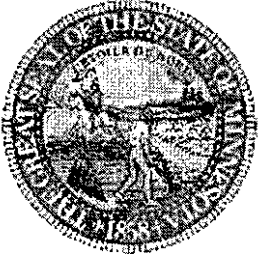
By Gary A. Swanson
Gary A. Swanson
Its President

14-00017 2-RCS/07/30/1999

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUL 30 1999

Henry H. Hennings
Secretary of State



MINNESOTA SECRETARY OF STATE
NOTICE OF CHANGE OF REGISTERED OFFICE/
REGISTERED AGENT

12/4/2007

1. Entity Name:

U.S. Energy Services, Inc.

2. Registered Office Address:

605 North Highway 169, Suite 1200

Plymouth

MN

55441

Street

City

State

Zip Code

3. Registered Agent:

None

In compliance with Minnesota Statutes, Section 302A.123, 303.10, 308A.025, 317A.123 or 322B.135 I certify that the above listed company has resolved to change the entity's registered office and/or agent as listed above.

I certify that I am authorized to execute this notice and I further certify that I understand that by signing this notice I am subject to the penalties of perjury as set forth in Minnesota Statutes Section 609.48 as if I had signed this notice under oath.

William Bathe

Signature of Authorized Person

Name of Contact Person:

Contact Phone Number:

Contact Email

STATE OF MINNESOTA
DEPARTMENT OF STATE
John Gromek
(763) 543-4629
igromek@usenergyservices.com
DATED _____
STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
12/4/2007
Secretary of State