

State of Idaho



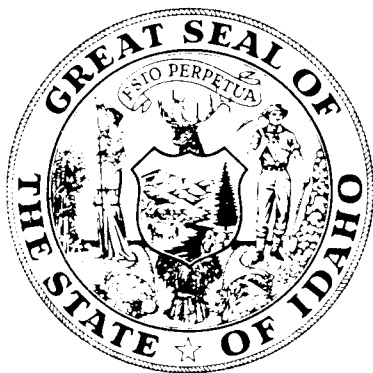
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of _____
H & W PLUMBING AND ELECTRIC, INC.

into HALDEMAN & WILLIAMSON, INCORPORATED,
duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of
Merger, and attach hereto a duplicate original of the Articles of
Merger.

Dated October 20, 19 83.



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER
OF H & W PLUMBING AND ELECTRIC, INC.
INTO

HALDEMAN & WILLIAMSON, INCORPORATED

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one such corporation:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

SEE EXHIBIT ATTACHED

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class, if any, entitled to vote vote as a class on such plan, are as follows:

<u>CORPORATION</u>	<u># SHARES OUT- STANDING-COMMON</u>	<u>CLASSES ENTITLED TO VOTE</u>
HALDEMAN & WILLIAMSON, INCORPORATED	50	None
H & W PLUMBING & ELECTRIC, INC.	200	None

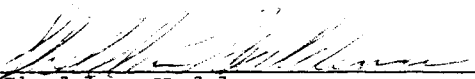
THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, are as follows:


<u>CORPORATION</u>	<u># SHARES FOR</u>	<u>AGAINST</u>
HALDEMAN & WILLIAMSON, INCORPORATED	50	-0-
H & W PLUMBING & ELECTRIC, INC.	200	-0-

DATED: September 29, 1983


HALDEMAN & WILLIAMSON,
INCORPORATED

H & W. PLUMBING & ELECTRIC, INC.

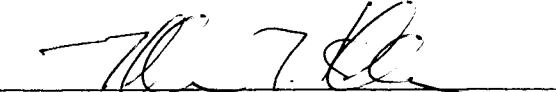
By 
Sheldon Haldeman
President

By 
Sheldon Haldeman
President

ATTEST:

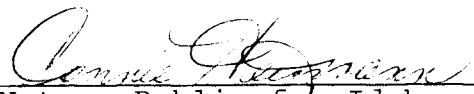

Acting Secretary

ATTEST:


Acting Secretary

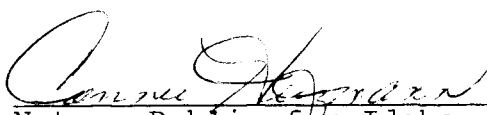
STATE OF IDAHO)
) ss.
County of Valley)

I, CORRIE HEINZMAN, a notary public, do hereby certify that on the 29th day of September, 1983, personally appeared before me SHELDON HALDEMAN, who, being by me first duly sworn, declared that he is the President of HALDEMAN & WILLIAMSON, INCORPORATED, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.


Notary Public for Idaho
Residing at: McCall
My Commission Expires: Life

STATE OF IDAHO)
) ss.
County of Valley)

I, CORRIE HEINZMAN, a notary public, do hereby certify that on the 29th day of September, 1983, personally appeared before me SHELDON HALDEMAN, who, being by me first duly sworn, declared that he is the President of H & W PLUMBING & ELECTRIC, INC., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.


Notary Public for Idaho
Residing at: McCall
My Commission Expires: Life

1 PLAN AND AGREEMENT OF MERGER

2 Between

3 HALDEMAN & WILLIAMSON, INCORPORATED

4 An Idaho Corporation
5 (The Surviving Corporation)

6 and

7 H & W PLUMBING AND ELECTRIC, INC.

8 An Idaho Corporation
9 (The Merging Corporation)

10 PLAN AND AGREEMENT OF MERGER, dated September 29th, 1983,
11 between HALDEMAN & WILLIAMSON, INCORPORATED, an Idaho
12 corporation (hereinafter referred to as "H & W" and sometimes
13 referred to as the "Surviving Corporation"), and H & W
14 PLUMBING AND ELECTRIC, INC., as Idaho corporation (herein-
15 after referred to as "P & E" or the "Merging Corporation"),
16 which two corporations are hereinafter sometimes referred
17 to as the "Constituent Corporations".

18 FIRST19 RECITALS

20 H & W is validly organized, existing and in good standing
21 under the laws of the State of Idaho. The Merging Corporation
22 is validly organized, existing and in good standing under the
23 laws of the State of Idaho.

24 H & W has an authorized capital of 1,000 shares of
25 Common Stock with a par value of \$25.00 each, of which on
26 the 29th day of September, 1983, 200 shares were issued

1 and outstanding, and 400 shares were held in its treasury.

2 The Merging Corporation has an authorized capital of
3 1,000 shares of Common Stock with a par value of \$100.00 each,
4 of which on the date of execution of this Agreement 50 shares
5 were issued and outstanding, and 104 shares were held in its
6 treasury, and 0 shares were subject to stock options held by
7 officers and employees.

8 The Boards of Directors of the Constituent Corporations
9 deem it advisable and in the best interests of their respective
10 corporations and stockholders that the Merging Corporation
11 merge with and into H & W in accordance with the provisions
12 of applicable statutes of the State of Idaho, and have
13 entered into this Agreement of Merger in connection with the
14 merger.

15 SECOND

16 AGREEMENT OF MERGER

17 NOW, THEREFORE, the Constituent Corporations agree each
18 with the other, to merge into a single corporation which
19 shall be H & W, the Surviving Corporation, pursuant to the
20 laws of the State of Idaho and agree upon and prescribe the
21 terms and conditions of the statutory merger, the mode of
22 carrying it into effect and the manner and basis of converting
23 the shares of the Merging Corporation into shares of the
24 Surviving Corporation, as herein set forth:

25 On the effective date of the merger, the Merging
26

1 Corporation shall be merged with and into H & W and
2 the separate existence of the Merging Corporation shall
3 cease; the Constituent Corporations shall become a
4 single corporation named "HALDEMAN & WILLIAMSON,
5 INCORPORATED", an Idaho corporation, which shall be
6 the Surviving Corporation.

7 THIRD

8 ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

9 The Articles of Incorporation of H & W shall continue
10 to be the Articles of Incorporation of the Surviving
11 Corporation until further amended in accordance with the
12 Corporation Law of the State of Idaho.

13 FOURTH

14 BY-LAWS OF SURVIVING CORPORATION

15 The By-Laws of H & W in effect immediately prior to the
16 effective date of the merger shall continue to be the By-Laws
17 of the Surviving Corporation, until altered or repealed in
18 the manner provided by law and such By-Laws.

19 FIFTH

20 DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

21 The Directors and Officers of H & W immediately prior to
22 the effective date of the merger shall continue to be the
23 Directors of the Surviving Corporation, holding office for
24 the terms specified in the By-Laws of the Surviving Corporation
25 and until their respective successors are duly elected and
26 qualified.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of H & W, the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

1. Each share of Common Stock of H & W which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted, or changed as a result of the merger, and shall continue to be one fully paid and nonassessable share of the Surviving Corporation's Common Stock with a par value of \$25.00 each.

2. Each share of the Merging Corporation's Common Stock which is issued and outstanding immediately prior to the effective date of the merger, shall by virtue of the merger be converted into and become, without action on the part of the holder of such Common Stock, four (4) fully paid and nonassessable shares of Common Stock of the Surviving Corporation

3. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for Common Stock theretofore issued by the Merging Corporation on the effective date of the

1 merger shall be entitled, upon surrender of the same
2 by such holder for cancellation, as directed by the
3 Surviving Corporation, to receive new certificates
4 for the number of shares of Common Stock of the
5 Surviving Corporation to which he is entitled.

6 4. On the effective date of the merger, any shares
7 of Common Stock of the Merging Corporation which are
8 then held in its treasury, in the treasury of any sub-
9 sidiary, or by H & W (the Surviving Corporation), shall
10 be cancelled and retired without further action, and no
11 shares of Common Stock of the Surviving Corporation shall
12 be issued in respect thereof.

13 5. The Surviving Corporation agrees that it will
14 promptly pay to the dissenting shareholders, if any, of
15 the Merging Corporation, the amount, if any, to which
16 they shall be entitled under the provisions of the
17 Corporation Laws of the State of Idaho with respect to
18 the rights of dissenting shareholders.

19 SEVENTH

20 EFFECT OF MERGER

21 On the effective date of the merger, the Surviving
22 Corporation shall possess all the rights, privileges, powers,
23 and franchises of a public as well as a private nature of each
24 of the Constituent Corporations, and shall become subject to all
25 the restrictions, disabilities and duties of each of the
26

1 Constituent Corporations and all of the singular rights,
2 privileges, powers and franchises of each of the Constituent
3 Corporations. All property, real, personal and mixed, and
4 debts due to each of the Constituent Corporations on whatever
5 account, including stock subscriptions as well as all other
6 things in action or belonging to each of the Constituent
7 Corporations shall be vested in the Surviving Corporation;
8 and all property, assets, rights, privileges, powers,
9 franchises and immunities, and all and every other interest
10 shall be thereafter as effectually the property of the
11 Surviving Corporation as they were of the respective
12 Constituent Corporations, and the title to any real estate
13 vested by deed or otherwise, in either of the Constituent
14 Corporations, shall not revert or be in any way impaired by
15 reason of the merger; provided, however, that all of the
16 creditors and liens upon any property of either of the
17 Constituent Corporations shall be preserved unimpaired, and
18 all debts, liabilities, obligations and duties of the
19 respective Constituent Corporations shall thenceforth attach
20 to the Surviving Corporation, and may be enforced against
21 it to the same extent as if said debts, liabilities, obligations
22 and duties had been incurred or contracted by it.

23 If at any time after the merger becomes effective it
24 shall appear to the Surviving Corporation that any further
25 assignments or assurances are necessary or desirable to evidence
26

1 the vesting in the Surviving Corporation of the title to any of
2 the property or rights of the Merging Corporation those persons
3 who were proper officers and directors of the Merging Corpor-
4 ation as of the effective date of the merger shall execute,
5 acknowledge and deliver such assignments or other instruments
6 and do such acts as may be necessary or appropriate to evidence
7 the vesting of title to such property or rights in the
8 Surviving Corporation. For such purposes the capacity and
9 authority of the Merging Corporation and its officers shall be
10 deemed to be continuing.

11 EIGHTH

12 ACCOUNTING AND STATE CAPITAL

13 When the merger becomes effective, subject to such changes,
14 adjustments or eliminations as may be made in accordance with
15 generally accepted accounting principles, (a) the assets and
16 liabilities of the Constituent Corporations shall be recorded
17 in the accounting records of the Surviving Corporation at the
18 amounts at which they shall be carried at that time in the
19 accounting records of the Constituent Corporations, (b) the
20 amount of stated capital with which the Surviving Corporation
21 shall begin business immediately after the effective date of
22 the merger is \$10,000.00.

23 NINTH

24 ABANDONMENT

25 Anything herein or elsewhere to the contrary notwith-
26 standing, this Plan and Agreement of Merger may be abandoned

1 by action of the Board of Directors of either H & W or the
2 Merging Corporation at any time prior to the effective date
3 of the merger, whether before or after submission to their
4 respective stockholders, upon the happening of any one of the
5 following events:

6 1. If the merger fails to obtain the requisite vote
7 of stockholders of H & W or of stockholders of the Merging
8 Corporation not later than September 31, 1983; or

9 2. If, in the judgment of the Board of Directors
10 of H & W or of the Merging Corporation, the merger would
11 be impracticable because of the number of stockholders of
12 either thereof who assert their right to have their stock
13 appraised and to receive payment therefor as provided in
14 the Corporation Law of the State of Idaho.

15 TENTH

16 REPRESENTATIONS AND WARRANTIES

17 H & W and the Merging Corporation each represents and
18 warrants to the other that between the date hereof and the
19 time when the merger becomes effective they will not enter
20 into any employment contracts, grant any stock options or
21 issue any stock or securities, except upon the exercise of any
22 presently outstanding restricted stock options, or declare
23 or pay any dividends in stock or cash or make any other
24 distribution on or with respect to their outstanding stock
25 except as mutually agreed upon by their respective Directors.
26

1 IN WITNESS WHEREOF, the undersigned Officers have signed
2 their names hereto and have caused their respective corporate
3 seals of the Constituent Corporations to be affixed hereto
4 the 29th day of September, 1983.

5 HALDEMAN & WILLIAMSON, INCORPORATED
6 an Idaho corporation
7 (the "Surviving Corporation")

8 By Sheldon Haldeman
Sheldon Haldeman, President

9 ATTEST:

10 x Robert H. Williamson
11 Acting Secretary

12 H & W PLUMBING AND ELECTIC, INC.
13 an Idaho corporation
14 (the "Merging Corporation")

15 By Sheldon Haldeman
Sheldon Haldeman, President

16 ATTEST:

17 Robert H. Williamson
18 Acting Secretary

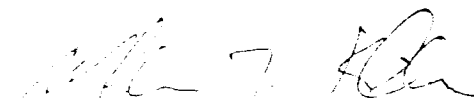
19 STATE OF IDAHO)
20 County of Valley) ss.

21 On this 29th day of September, 1983, before me, the under-
22 signed, a Notary Public in and for said State, personally
23 appeared SHELDON HALDEMAN and R. H. Williamson, known or
24 identified to me to be the President and Acting Secretary,
25 respectively, of HALDEMAN & WILLIAMSON, INCORPORATED, an Idaho
26 corporation, said corporation being one of the corporations
that executed the above and foregoing instrument, and
acknowledged to me that the seal affixed to said instrument
is the corporate seal and sealed in behalf of said corporation
by authority of its Board of Directors, and said SHELDON
HALDEMAN and R. H. Williamson acknowledged said

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instrument to be the free act and deed of said corporation.

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 for Idaho
Residing at: McCall

STATE OF IDAHO)
) ss.
County of Valley)

On this 22nd day of September, 1983, before me, the
undersigned, a Notary Public in and for said State, personally
appeared SHELDON HALDEMAN and R. V. Williamson, known or
identified to me to be the President and Acting Secretary,
respectively, of H & W PLUMBING AND ELECTRIC, INC., an Idaho
corporation, said corporation being one of the corporations
that executed the above and foregoing instrument, and
acknowledged to me that the seal affixed to said instrument
is the corporate seal and sealed in behalf of said corporation
by authority of tis Board of Directors, and said SHELDON
HALDEMAN and R. V. Williamson acknowledged said
instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed by official seal the day and year in this certificate
first above written.



Notary Public for Idaho
Residing at: McCall