# STATE OF UTAH

# Executive Department

## Secretary of State's Office

I, CLYDE L. MILLER, SECRETARY OF STATE OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT the attached is a full, true and correct copy of the Articles of Merger between Intermountain Paddock Pool Co. and Sprinklers Incorporated.

AS APPEARS of record IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE GREAT SEAL OF THE STATE OF UTAH AT SALT LAKE CITY, THIS First DAY OF September 19 66

Clyde L. Miller
SECRETARY OF STATE

BY [signature]
DEPUTY

ARTICLES OF MERGER OF
SPRINKLERS INCORPORATED
INTO
INTERMOUNTAIN PADDOCK POOL CO.

RECEIVED
OFFICE OF
SECRETARY OF STATE

[illegible] OCT 1 PM 4 17

Pursuant to the provisions of Section 16-10-66, Utah Code Annotated, the undersigned corporations adopt the following Articles of Merger for the purpose of merging one of them into the other:

FIRST: The following agreement of merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by Section 16-10-68, Utah Code Annotated:

THIS AGREEMENT OF MERGER, dated the 27 day of September, 1965, by and between INTERMOUNTAIN PADDOCK POOL CO., a corporation organized and existing under the laws of the State of Utah (hereinafter sometimes referred to as "Paddock"), Party of the First Part, and SPRINKLERS INCORPORATED, a corporation organized and existing under the laws of the State of Utah (hereinafter sometimes referred to as "Sprinklers"), Party of the Second Part:

W I T N E S S E T H

WHEREAS, the Articles of Incorporation of Paddock were filed in the office of the Secretary of State of Utah on the 9th day of August, 195[illegible], and Paddock has an authorized capital stock consisting of five hundred (500) shares of common stock, par value One Hundred Dollars ($100.00) per share, of which 176 shares have been validly issued and are now outstanding.

WHEREAS, the Articles of Incorporation of Sprinklers were filed in the office of the Secretary of State of Utah on the 13th day of March, 195[illegible], and Sprinklers has an authorized capital stock consisting of five hundred (500) shares of common stock, par value Sixty Dollars ($60.00) per share, of which 103 shares have been validly issued and are now outstanding.

WHEREAS, the Business Corporation Act of Utah authorizes the merger of two corporations organized under the laws of the State of Utah; and

WHEREAS, the Board of Directors of each of said corporations, [illegible] and that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished, deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders that the Party of the First Part merge into itself the Party of the Second Part;

NOW, THEREFORE, Paddock and Sprinklers, by and between their respective Board of Directors, have agreed and do hereby agree each with the other that Paddock merge into itself Sprinklers, and that Sprinklers shall be merged into Paddock pursuant to the provisions of the Business Corporation Act of the State of Utah and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect, as follows:

FIRST: Sprinklers shall be and hereby is merged into Paddock and Paddock hereby merges Sprinklers into itself. Paddock shall be the surviving corporation, and shall be governed by the laws of the State of Utah, and shall sometimes hereinafter be referred to as the "Corporation".

SECOND: The Articles of Incorporation of Paddock are set forth in Exhibit "A" attached hereto. Exhibit "A" is hereby made a part of this agreement and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as if herein set forth in full. Exhibit "A" sets forth the facts required to be set forth in Articles of Incorporation of a corporation incorporated under the laws of the State of Utah. Exhibit "A" shall constitute the Articles of Incorporation of the Corporation, and until amended may be separately certified as such, by the Secretary of State of Utah.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the corporation shall be as follows:

Upon the effective date of the merger herein provided for:

(a) Each 100 shares of common stock of the par value of $100.00 each of Sprinklers outstanding shall be converted into 17 shares of common stock of the par value of $100.00 each of the Corporation. Such conversion shall be made on the basis of one share of common stock of the corporation for each six shares of common stock of Sprinklers, and each holder of shares of common stock of Sprinklers shall be deemed to be the holder of the number of shares of common stock of the corporation resulting from the conversion of such holder's shares of Sprinklers, provided, however, that the corporation shall not be required upon any such conversion to issue certificates representing any fraction of a share of common stock, but shall purchase such fractional interest for cash in the amount of $47 a share;

(b) Each holder of an outstanding certificate or certificates representing shares of common stock of Sprinklers shall be entitled, upon the surrender of such certificate or certificates at an office or agency of the corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of Sprinklers into which the shares of common stock of the corporation represented by the certificate or certificates so surrendered shall have been converted; provided, however, that holders of outstanding certificates representing shares of common stock of Sprinklers shall not be entitled to receive payment of any dividend and shall not be accorded any other rights with respect to their shares until they have surrendered their certificates or shares of the corporation as hereinabove provided.

FOURTH: The terms and conditions of the merger are as follows:

(a) The present directors and officers of Paddock shall be and remain the directors and officers of the corporation and shall hold office until their respective successors shall be elected and shall qualify.

(b) The corporation shall pay all expenses of carrying this agreement into effect and of accomplishing the merger.

(c) Upon the effective date of the merger herein provided for, the separate existence of Sprinklers shall be subject to all the restrictions, disabilities and duties of each of the corporations parties to this agreement and all and singular the rights, privileges, powers and franchises of each of the corporations parties to this agreement, and all property, real, personal and mixed, and all debts due to either of the corporations parties to this agreement on whatever account shall be vested in the corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the corporation as they were of the respective corporations parties to this agreement; but all rights of creditors and all liens upon any property of either of the corporations parties to this agreement shall be preserved unimpaired and all debts, liabilities, and duties of the respective corporations parties to this agreement shall thenceforth attach to the 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.

(d) If, at any time the corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the corporation, according to the terms hereof, the title to any property or rights of Sprinklers, the proper officers and directors of Sprinklers shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the corporation, and otherwise carry out the purposes of this agreement.

(e) Upon the effective date of the merger, the assets and liabilities of the corporations parties to this agreement shall be carried on the books of the corporation at the amounts at which they respectively shall be carried on such date on the books of the corporations parties to this agreement. The capital surplus and earned surplus of the corporation shall be the sum of the respective capital surpluses and earned surpluses of the corporations parties to this agreement, subject in each case to such intercompany adjustments or eliminations as may be required to give effect to the merger. The aggregate amount of the net assets of the corporations parties to this agreement which was legally available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the corporation.

(F) This agreement may be terminated and the merger herein provided for may be abandoned (1) by the Board of Directors of either of the corporations parties to this agreement prior to its approval by the stockholders, (2) by mutual consent of the Boards of Directors of both corporations parties to this agreement prior to the effective date of the merger, or (3) by the Board of Directors of either of the corporations parties to this agreement if any ruling made by the Internal Revenue Service with respect to the transactions contemplated by this agreement is unsatisfactory in substance to such Board.

FIFTH: This agreement shall be filed in the office of the Secretary of State of Utah, and Articles of Merger, prepared in accordance with the provisions of Section 16-10-69 of the Utah Business Corporation Act, together with any other documents required by the laws of Utah, shall be filed in the office of the Secretary of State of Utah. Upon such filing and recording of this agreement the merger herein provided for shall be and become effective at the opening of business on the 1st day of the calendar month following the calendar month within which the day of such filing occurred, and said first day of said following calendar month shall be the "effective date" of said merger.

IN WITNESS WHEREOF, Intermountain Paddock Pool Co., pursuant to authority duly given by its Board of Directors, has caused this agreement to be duly executed by its President and its corporate seal to be affixed hereto and attested by its Secretary,

INTERMOUNTAIN PADDOCK POOL CO.

Attest:

By ______________________
President

______________________
Secretary

IN WITNESS WHEREOF, SPRINKLERS INCORPORATED, pursuant to authority duly given by its Board of Directors, has caused this agreement to be duly executed by its President and its corporate seal to be affixed hereto and attested by its Secretary.

SPRINKLERS INCORPORATED

ATTEST:

By ______________________
President

______________________
Secretary

The undersigned, Venice H. Conely, Secretary of Intermountain Paddock Pool Co., one of the corporations mentioned in the within agreement of merger, on behalf of said corporation, certifies as follows: The within agreement of merger has been submitted to the stockholders of said corporation at a meeting thereof duly called and held, in accordance with the laws of the State of Utah, on the 27th day of September, 1965, and at said meeting said agreement was considered and a vote by ballot in person or by proxy taken for the adoption or rejection of said agreement, and the votes of the stockholders of said corporation representing [illegible] shares of its capital stock, being at least a majority of the shares of said capital stock issued and outstanding and entitled to vote, were for the adoption of said agreement and voted therefor.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of said corporation this 27th day of September, 1965.

______________________
Venice H. Conely

The undersigned, Venice H. Conely, Secretary of Sprinklers Incorporated, one of the corporations mentioned in the within agreement of merger, on behalf of said corporation, certifies as follows: The within agreement of merger has been submitted to the stockholders of said corporation at a meeting thereof duly called and held, in accordance with the laws of the State of Utah, on the 27th day of September, 1965, and at said meeting said agreement was considered and a vote by ballot in person or by proxy taken for the adoption or rejection of said agreement, and the votes of the stockholders of said corporation representing [illegible] shares of its capital stock, being at least a majority of the shares of said capital stock issued and outstanding and entitled to vote, were for the adoption of said agreement and voted therefor.

IN WITNESS WHEREOF, the undersigned hereby certifies to the foregoing under the corporate seal of said corporation this 27th day of September, 1965.

Venice H. Conely

The within agreement of merger, adopted by Intermountain Paddock Pool Co. and Sprinklers Incorporated, is hereby executed by said corporations, respectively.

IN WITNESS WHEREOF, this agreement has been signed by the President and Secretary of Intermountain Paddock Pool Co. this 27th day of September, 1965, and by the President and Secretary of Sprinklers Incorporated, this 27th day of September, 1965, under the respective corporate seals thereof and has been duly acknowledged by the President of Intermountain Paddock Pool Co. and by the President of Sprinklers Incorporated.

INTERMOUNTAIN PADDOCK POOL CO.

Attest:

Secretary

By

President

SPRINKLERS INCORPORATED

Attest:

Secretary

By

President

[illegible]. As to each of the undersigned corporations, the only authorized and outstanding shares are common stock as follows:

| [illegible] | No. of Shares Outstanding | Designation of Class | No. of Shares |
|---|---|---|---|
| [illegible] Paddock Pool Co. | 176 | common | 500 |
| Sprinklers Incorporated | 103 | common | 500 |

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

| [illegible] | Total Voted For | Total Voted Against |
|---|---|---|
| [illegible] Paddock Pool Co. | 176 | 0 |
| Sprinklers Incorporated | 103 | 0 |

Dated this [illegible] day of September, 1965.

[illegible] PADDOCK POOL CO.

By [illegible]
Its President

and [signature]
Secretary

SPRINKLERS INCORPORATED

By [illegible]
Its President

and [signature]
Secretary

STATE OF [illegible] )
) ss.
COUNTY OF [illegible] )

On this ____ day of September, 1965, personally appeared before me F. M. CONELY, Jr. and VENICE H. CONELY, who being by me duly sworn did say, each for himself, that he, the said F.M. CONELY, Jr. is the President, and she, the said VENICE H. CONELY, is the Secretary of [illegible] President of [illegible], and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said F.M. CONELY, Jr. and VENICE H. CONELY each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public
Residing at:

My commission expires:

______________________

STATE OF [illegible] )
: ss.
COUNTY OF [illegible] )

On this [illegible] day of September, 1965, personally appeared before me F.M. CONELY, Jr. and VENICE H. CONELY, who being by me duly sworn did say, each for himself, that he, the said F.M. CONELY, Jr. is the President and he, the said VENICE H. CONELY is the Secretary of [illegible], and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said F.M. CONELY, Jr. and VENICE H. CONELY each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public
Residing at:

My commission expires:

______________________

[illegible] CO.

[illegible] Secretary of State of the State of Utah, do [illegible] day of AUGUST 19 50 [illegible] the County of SALT LAKE [illegible] affirmation and oath of office [illegible] office on the EIGHTH [illegible] been filed in my office [illegible] and oath or affirmation, [illegible] the statement of facts [illegible] duly constituted a body cor[illegible] said articles of agreement, [illegible] functions, enjoy all the privileges [illegible] of said Corporation as specified [illegible]

[illegible], I have hereunto set my hand [illegible] the Great Seal of said State [illegible] day of AUGUST A.D. 19 50.

[illegible signature]
SECRETARY OF STATE

[illegible signature]
DEPUTY