

State of Idaho

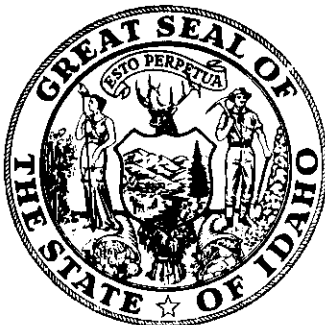
Department of State

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 RAMCO, INC., an Idaho corporation, file number C 75994, into RANSTROM CONSTRUCTION, INC., a Nevada corporation, not qualified in Idaho, 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: March 22, 1995



Pete T. Cenarrusa
SECRETARY OF STATE

By *Jonny Herald*

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ARTICLES OF MERGER

of

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Into

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RANSTROM CONSTRUCTION, INC.

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Pursuant to the provisions of Section 78.458 of the Nevada Revised Statutes and Section 30-1-74 of the Idaho Code, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan and Agreement of Merger was approved by the Board of Directors and the shareholders of each of the undersigned corporations in the manner prescribed by the laws of the States of Nevada and Idaho:

PLAN AND AGREEMENT OF MERGER

Between

RANSTROM CONSTRUCTION, INC.
a Nevada corporation
(The Surviving Corporation)

and

RAMCO, INC.
an Idaho corporation
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, effective August 31, 1994, by and between RANSTROM CONSTRUCTION, INC., a Nevada corporation (hereinafter referred to as "Ranstrom" and sometimes referred to as the "Surviving Corporation"), and RAMCO, INC., an Idaho corporation (hereinafter referred to as "Ramco" and sometimes referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations,"

W I T N E S S E T H:

WHEREAS, Ranstrom and Ramco are validly organized corporations, Ranstrom existing and in good standing under the laws of the State of Nevada, and Ramco existing and in good standing under the laws of the State of Idaho; and

WHEREAS, Ranstrom has an authorized capital of 25,000 shares of common stock having a par value of \$1.00 per share,

of which on the 31st day of August, 1994, 1,000 shares were issued and outstanding;

WHEREAS, Ramco has an authorized capital of 100,000 shares of common stock having no par value, of which on the 31st day of August, 1994, 2,000 shares were issued and outstanding; and

WHEREAS, the Board of Directors and the shareholders of the Constituent Corporations deem it advisable and in the best interests of their respective corporations that Ramco merge with and into Ranstrom in accordance with the provisions of applicable statutes of the States of Nevada and Idaho,

NOW, THEREFORE, for and in consideration of the foregoing recitals and the terms contained herein, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Ranstrom Construction, Inc., the Surviving Corporation, pursuant to the laws of the States of Nevada and Idaho, and agree upon and prescribe the terms and conditions of this merger, the mode of carrying it into effect and the manner and basis of converting the shares of Ramco into shares of Ranstrom, as herein set forth:

1. Effect of Merger. Effective August 31, 1994, Ramco is hereby merged with and into Ranstrom, and the separate existence of Ramco is terminated; the Constituent Corporations hereafter become a single surviving corporation named "Ranstrom Construction, Inc.," a Nevada corporation.

2. Articles of Incorporation of Surviving Corporation. The existing Articles of Incorporation of Ranstrom shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Corporation Laws of the State of Nevada.

3. Bylaws of Surviving Corporation. The Bylaws of Ranstrom now in effect shall continue to be the Bylaws of the Surviving Corporation, until altered or repealed in the manner provided by the Corporation Laws of the State of Nevada.

4. Directors and Officers of Surviving Corporation. The Directors and Officers of Ranstrom immediately prior to the effective date of the merger shall continue to be the Directors and Officers of the Surviving Corporation, to hold office for the terms specified in the Bylaws of the Surviving Corporation until their respective successors are duly elected and qualified.

5. Manner and Basis of Conversion of Shares. The treatment of the shares of Ramco, 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:

5.1 Each share of common stock of Ranstrom which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted or exchanged 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 \$1.00.

5.2 Every 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, one (1) fully paid and nonassessable share of common stock of the Surviving Corporation. Each outstanding certificate for common stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of common stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above; provided, however, that until the holder of such certificate shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of common stock of the Surviving Corporation as of any date subsequent to the effective date of the merger shall be paid to such holder with respect to the common stock of the Surviving Corporation represented by such certificate. However, upon surrender and exchange of such certificate as herein provided, there shall be paid to the record holder of the certificate or certificates of common stock of the Surviving Corporation issued in exchange therefor an amount with respect to such share(s) of common stock equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of common stock of the Surviving Corporation between the effective date of the merger and the date of such exchange.

5.3 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 (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Idaho and except for those certificates, if any, representing shares held by Ranstrom on the effective date of the merger) shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which he or she is entitled.

5.4 On the effective date of the merger, any shares of common stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by Ranstrom, shall be cancelled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

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

6. Effect of Merger. On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

6.1 If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

6.2 The Surviving Corporation agrees that it may be served with process in the State of Idaho and irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging

Corporation against the Surviving Corporation. It agrees to promptly pay to any dissenting shareholder of the Merging Corporation the amount, if any, to which he shall be entitled under the law of Idaho.

7. Accounting and Stated Capital. When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (1) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$3,000.00.

8. Representations and Warranties. Ranstrom and Ramco each represents and warrants to the other that between the date hereof and the time when the merger becomes effective, they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

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

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares</u>
Ranstrom Construction, Inc.	1000	Common	1000
Ramco, Inc.	2000	Common	2000

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

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Ranstrom Construction, Inc.	1000	0
Ramco, Inc.	2000	0

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 31st day of August, 1994.

RAMCO, INC.
(the Merging Corporation)

By Gene M. Ranstrom
Its President

By Ronald O'Harni
Its Secretary

RANSTROM CONSTRUCTION, INC.
(the Surviving Corporation)

By Gene M. Ranstrom
Its President

By Ronald O'Harni
Its Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February, 1995, before me, a notary public in and for said county and state, personally appeared GENE M. RANSTROM, known to me to be the President of RANSTROM CONSTRUCTION, INC., the corporation named in the above instrument, and acknowledged to me that he executed the same on behalf of such 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.

Carla D. Hackett
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2/26/99

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February, 1995, before me, a notary public in and for said county and state, personally appeared GENE M. RANSTROM, known to me to be the President of RAMCO, INC., the corporation named in the above instrument, and acknowledged to me that he executed the same on behalf of such 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.

Carla D. Hackett
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2/26/99

VERIFICATION

STATE OF IDAHO)
) ss.
County of Ada)

I, Carla D. Hackett, a notary public, do hereby certify that on this 20th day of March, 1995, personally appeared before me Gene M. Ranstrom who, being by me first duly sworn, declared that he is the president of Ramco, Inc. and of Ranstrom Construction, Inc., that he signed the foregoing document as president of those corporations, and that the statements therein contained are true.

Carla D. Hackett
Notary Public for Idaho
Residing at: Bowse
My commission expires: 2/26/99