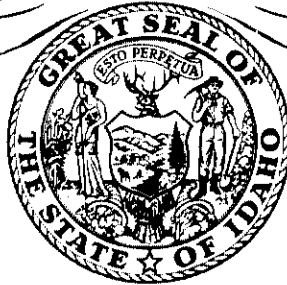


State of Idaho



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

CONTRACTOR'S EQUIPMENT SUPPLY CO.

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Twenty-third** day of **January**, 19**63**, original articles of amendment, as provided by Sections **30-146, 30-147, 30-151, and 30-152, Idaho Code**, merging **SPARKS FLYING SERVICE, INC.** and **CONTRACTOR'S EQUIPMENT SUPPLY CO.**, both Idaho corporations, the latter being the survivor,

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **122** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **23rd** day of **January**, A. D., 19**63**.

Secretary of State

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER dated as of December 10, 1962, between CONTRACTORS EQUIPMENT SUPPLY CO., herein referred to as "Survivor", and SPARKS FLYING SERVICE, INC., herein referred to as "Disappearing";

WHEREAS, Survivor is an Idaho corporation incorporated on October 7, 1959, with an authorized capitalization of 1,000 shares of common stock having a par value of \$100.00, of which 510 shares are outstanding on the date hereof.

WHEREAS, Disappearing is an Idaho corporation incorporated on February 4, 1958, with an authorized capitalization of 25,000 shares of stock having a par value of \$1.00, of which 3,790 shares are issued and outstanding on the date hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed between the parties hereto, subject to the approval of this Agreement of Merger by the stockholders of Survivor and Disappearing, respectively, and subject to the conditions hereinafter set forth, that Disappearing be merged into and with Survivor (hereinafter sometimes referred to as "the Surviving Corporation"), the corporate existence of which shall be continued under the name of the Surviving Corporation, and thereafter the separate corporate existence of Disappearing shall cease; that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of Disappearing and the shares of the Surviving Corporation are and shall be as hereinafter set forth.

1. Designation of Surviving Corporation. Except as hereinafter otherwise specifically set forth, the identity, existence, purposes, franchises, powers, rights, and immunities of Survivor shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, franchises, rights, and immunities of Disappearing shall be merged into Survivor and Survivor shall be fully vested therewith.

2. Articles of Incorporation. The Articles of Incorporation of Survivor as in effect on the effective date hereof shall be the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided therein.

3. By-Laws. The By-Laws of Survivor as in effect on the effective date hereof shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

4. Basis of Converting Shares. The mode of carrying into effect the merger provided for hereby and the manner and basis of converting the shares of Disappearing into the shares of the Surviving Corporation shall be as follows:

Each share of the common stock of the par value of \$1.00 per share of Disappearing outstanding on the effective date hereof and all rights in respect thereof shall by virtue of the merger herein provided for and without any action on the part of the holder thereof, be converted forthwith into 1/379th of a share of the \$100.00 par value stock of the Surviving Corporation.

Each share of stock of the par value of \$100.00 per share of Survivor outstanding on the effective date shall continue to be one share of common stock of the

par value of \$100.00 per share of the Surviving Corporation.

All shares of stock of the Surviving Corporation issued to holders of the stock of Disappearing shall be issued in full satisfaction of all rights pertaining to such shares of common stock of Disappearing.

Since the 3790 outstanding shares of Disappearing are equally divided between its two stockholders, the merger shall be effected by the issuance of 5 shares of the \$100 par value stock of the Surviving Corporation to each such stockholder of Disappearing. After the effective date each holder of an outstanding certificate for stock of Disappearing shall surrender the same, duly endorsed as the Surviving Corporation may require, to the Surviving Corporation or its agent for cancellation. Thereupon such holder shall receive in exchange therefor a certificate or certificates representing the number of full shares of the stock of the Surviving Corporation to which such holder shall be entitled as herein provided.

5. Transfer of Properties. Upon the merger becoming effective the separate corporate existence of Disappearing shall cease and, in accordance with this Agreement of Merger, the Surviving Corporation shall without other transfer succeed to all the rights and property of Disappearing and shall be subject to all the debts and liabilities of Disappearing in the same manner as if the Surviving Corporation had itself incurred them.

6. Operation of Business Pending Consummation of Merger. Prior to the effective date neither Disappearing nor Survivor will without first obtaining the written approval of the other (a) engage in any activity or transaction other than ...

in the ordinary course of business, (b) issue, sell or subdivide any shares of its stock, or (c) grant or sell any right or option to purchase or subscribe to shares of its stock, or (d) distribute, declare or pay any dividend or make any distribution on its stock.

7. State of Incorporation. The Surviving Corporation shall exist under the laws of the State of Idaho.

8. Stockholders Approvals, Consummation and Termination. This Agreement of Merger shall be submitted to the stockholders of Disappearing and Survivor as provided by the applicable law of Idaho at meetings which shall be held on or before December 20, 1962. After the approval thereof by the holders of not less than two-thirds of the outstanding shares of common stock of Survivor and by the holders of not less than two-thirds of the outstanding common stock of Disappearing, this Agreement of Merger shall be filed in accordance with the laws of Idaho. The merger shall become effective upon the filing of this Agreement of Merger with the Secretary of State of the State of Idaho.

The date on which the merger of Disappearing into Survivor becomes effective is in this Agreement of Merger sometimes referred to as "the effective date."

This Agreement of Merger may be terminated and the merger hereby provided for abandoned at any time prior to the effective date by the mutual consent of the respective Boards of Directors of Disappearing and Survivor. This Agreement of Merger may also be terminated by either party at any time prior to the effective date if, in the opinion of the Board of Directors of such party, the merger is impractical or undesirable for any reason.

In the event of termination of this Agreement of Merger as above provided, this Agreement shall become wholly

void and of no effect, and there shall be no liability on the part of either Disappearing or Survivor or their respective Boards of Directors or stockholders.

8. Counterparts, Signatures, and Acknowledgments.

For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, CONTRACTORS EQUIPMENT SUPPLY CO. (Survivor) and SPARKS FLYING SERVICE, INC. (Disappearing), pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement of Merger to be executed and their corporate seals to be hereunto affixed as of the day and year first above written.

CONTRACTORS EQUIPMENT SUPPLY CO.

SPARKS FLYING SERVICE, INC.

By B M Lanchester
President


By B M Lanchester
President

By H L Lumsden
Secretary

By H L Lumsden
Secretary

CERTIFICATION OF SECRETARY

I, HARRY L. UNMACK, the undersigned, certify that I am the duly elected and acting Secretary of CONTRACTORS EQUIPMENT SUPPLY CO. and of SPARKS FLYING SERVICE, INC., each of which are Idaho corporations; that the foregoing Agreement of Merger between said corporations was approved by the vote of all of the issued and outstanding stock of each corporation at duly held meetings of the stockholders thereof. I do further certify that B. M. LAULHERE, the President of each of the corporations that executed the within instrument, executed said Agreement of Merger in the identical form in which it was approved by the stockholders.


HARRY L. UNMACK

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On December 1, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared B. M. LAULHERE, President, and H. L. UNMACK, Secretary of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporations therein named, and acknowledged to me to be the persons who executed the within instrument on behalf of the corporations therein named, and acknowledged to me that said corporations executed the within instrument pursuant to resolutions of their Boards of Directors, which were duly approved by the vote of all of the issued and outstanding stock of each such corporation.

WITNESS my hand and official seal.

Margaret Bradford
Notary Public in and for said
County and State

**MY COMMISSION EXPIRES
MARCH 10, 1963.**