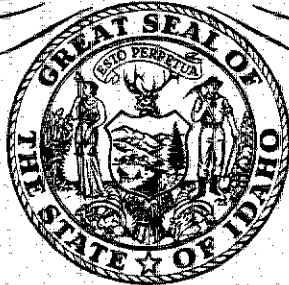


State of Idaho



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

SPUDNIK EQUIPMENT COMPANY

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **Twenty-fourth** day of **August**, 19 **64**, original articles of amendment, as provided by Section s **30-146, 30-147, 30-151 and 30-152, Idaho Code, Agreement of Merger by and between SPUDNIK SALES, INCORPORATED and SPUDNIK EQUIPMENT COMPANY, both Idaho corporations, the latter being the surviving corporation,**

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **129** 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 **24th** day of **August**, A. D., 19 **64**.

Secretary of State

MERGER AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 1964 between SPUDNIK EQUIPMENT COMPANY, an Idaho corporation, with its principal place of business at Blackfoot, Bingham County, Idaho, hereinafter referred to as Spudnik Equipment, and SPUDNIK SALES, INCORPORATED, an Idaho corporation, with its principal place of business at Burley, Cassia County, State of Idaho, hereinafter referred to as Spudnik Sales,

W I T N E S S E T H:

WHEREAS, the respective Board of Directors of Spudnik Equipment and Spudnik Sales have determined that it is advisable and in the best interest of such corporations and their respective stockholders that Spudnik Sales be merged into Spudnik Equipment, which shall be the surviving corporation in the merger,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. MERGER: Spudnik Sales shall be merged into Spudnik Equipment subject to the following terms of merger:

(a) Spudnik Sales shall be merged into Spudnik Equipment in accordance with the statutory procedure set forth in Idaho Code Title 30, Chapter 1 thereof, and particularly Sections 30-151 et sequitur.

(b) Spudnik Equipment shall be the surviving corporation, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Spudnik Equipment shall continue unaffected and unimpaired by the merger. The Articles of Incorporation and the by-laws of Spudnik Equipment shall remain in effect unaltered as the Articles of Incorporation, and the by-laws of the surviving corporation, and the duly qualified and acting Directors and officers of Spudnik Equipment immediately prior to the time when the merger becomes effective (as provided hereinafter), hereinafter called the effective time, shall be the Directors and officers of the surviving corporation.

(c) The corporate identity, existence, purposes, powers, franchises, rights and immunities of Spudnik Sales shall be merged into Spudnik Equipment, and Spudnik Equipment shall be fully vested therewith.

(d) The separate existence of Spudnik Sales, except insofar as specifically otherwise provided by law, shall cease at the effective time, whereupon Spudnik Sales and Spudnik Equipment shall become a single corporation.

(e) At the effective time, all of the outstanding shares of common stock of Spudnik Sales, if any, of which Spudnik Equipment is then the holder of record shall be void, and for each ten (10) other outstanding shares of common stock of Spudnik Sales, such multiples of ten shall be converted into one share of common stock of Spudnik Equipment, fully paid and nonassessable by Spudnik Equipment.

2. BASIS OF EXCHANGE: The manner and basis of converting the Spudnik Sales into shares of Spudnik Equipment shall be as follows:

(a) The outstanding shares of capital stock of Spudnik Equipment shall not be changed or converted as a result of the merger, and following the effective time all shares of capital stock of Spudnik Equipment heretofore authorized shall be authorized shares of capital stock of the surviving corporation, and all shares of capital stock of Spudnik Equipment then outstanding, including shares held in the treasury of Spudnik Equipment, shall remain outstanding, shall be fully paid and nonassessable by Spudnik Equipment, and shall be subject to all the provisions of this plan of merger.

(b) At the effective time, each share of common stock of Spudnik Sales of which Spudnik Equipment is then the holder of record shall thereupon be void.

(c) At the effective time, for each ten (10) shares of common stock of Spudnik Sales of which any person other than Spudnik Equipment is then the holder of record shall thereupon be converted

into one share of common stock of Spudnik Equipment. Each such holder of outstanding common stock of Spudnik Sales, upon the surrender to Spudnik Equipment of ten shares of stock of Spudnik Sales shall be entitled to receive one share of stock in Spudnik Equipment to be represented by certificates issued at such time.

3. STOCKHOLDERS' APPROVAL: Upon approving this plan of merger, the Board of Directors of Spudnik Equipment and Spudnik Sales, respectively, shall, by resolution, direct that this plan of merger be submitted, pursuant to Idaho Code Section 30-152, to a vote at special meetings of shareholders of Spudnik Equipment and Spudnik Sales, respectively, to be held on or before ~~July~~ ^{Aug 3} 31, 1964.

4. EFFECTIVE TIME: The merger shall become effective upon the filing of a certified copy of this Merger Agreement in the office of the Secretary of State of the State of Idaho, and in the offices of the County Recorders of the Counties in this State in which the corporate parties have their registered offices.

5. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS: Between the date hereof and the effective date of the merger, neither Spudnik Equipment nor Spudnik Sales will, except with the prior written consent of the other: (a) issue or sell any stock, bonds or other corporate securities, (b) incur any obligation or liability (absolute or contingent), except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business, (c) discharge or satisfy any lien or encumbrance or pay any obligation or liability (absolute or contingent) other than current liabilities shown on the respective balance sheets as at July 31, 1964, and current liabilities incurred after that date in the ordinary course of business (d) make any dividend or other payment or distribution to the stockholders, (e) mortgage, pledge, or subject to lien or other encumbrance any of its assets, tangible or intangible, (f) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business, (g) waive

any right of any substantial value, or (h) enter into any transaction other than in the ordinary course of business.

6. **EFFECT OF MERGER:** On the effective date of the merger, Spudnik Equipment and Spudnik Sales shall cease to exist separately and Spudnik Sales shall be merged with and into Spudnik Equipment in accordance with the provisions of this Agreement and in accordance with the provisions of Idaho State law hereinbefore referred to. As provided in Section I.C. 30-155, on the effective date of the merger the surviving corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the constituent corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the constituent corporations; and all property, real, personal, and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, right, privileges, powers, and franchises, 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, whether 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 rights of creditors and all liens upon any property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective constituent corporations shall thence forth attach to the surviving corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the surviving corporation.

7. CAPITAL: On the effective date of the merger there shall be 722 shares of the capital stock of Spudnik Equipment issued and outstanding, 234 shares of which are being purchased by Spudnik Equipment under contract from the estate of a deceased stockholder, and there shall be 32 shares of the common stock of Spudnik Equipment issued to the stockholders of Spudnik Sales in exchange for the surrender by such stockholders of their Spudnik Sales stock certificates. The 320 shares of issued and outstanding shares of Spudnik Sales stock shall be exchanged for the 32 shares of Spudnik Equipment stock as aforesaid.

8. NAME: The name of the surviving corporation shall be Spudnik Equipment Company.

9. AMOUNT OF CAPITAL STOCK: The amount of the capital stock of the surviving corporation shall be \$250,000.00 and shall consist of 2,500 shares of common stock of the par value of \$100.00 each.

10. PRINCIPAL OFFICES: The location of the principal office of the surviving corporation shall be at 1250 West Bridge Street, Blackfoot, Bingham County, Idaho.

11. RIGHT OF AMENDMENT: The surviving corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any stockholder, director, officer, or any other person are subject to this reservation.

12. BY-LAWS OF SURVIVING CORPORATION: On the effective date of the merger, the by-laws of Spudnik Equipment shall be the by-laws

of the surviving corporation until the same shall be altered, amended or repealed, or until new by-laws shall be adopted, in accordance with the provisions thereof.

13. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION: The Board of Directors of the surviving corporation shall initially consist of three directors, each of whom shall hold office until the annual meeting of the stockholders of the surviving corporation as set forth in the by-laws, and until his successors shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names, places of residence, and addresses of such directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Carl J. Hobbs	Route #1, Blackfoot, Idaho
Leo W. Hobbs	175 McAdoo, Blackfoot, Idaho
Frank M. Scott	118 South Stout, Blackfoot, Idaho

the principal officers of the surviving corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation, or removal, and the respective offices, places of residence and Post Office addresses are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Carl J. Hobbs	Route #1 Blackfoot, Idaho
Vice-President	Leo W. Hobbs	175 McAdoo Blackfoot, Idaho
Secretary-Treasurer	Frank M. Scott	118 South Stout Street Blackfoot, Idaho

IN WITNESS WHEREOF, Spudnik Equipment and Spudnik Sales have caused this Agreement to be signed in their corporate names by the respective presidents or vice-presidents and their respective secretaries under the seals of the corporations, and also by majorities of the respective Boards of Directors.

(Corporate Seal)

ATTEST:

Frank M. Scott
/s/ Frank M. Scott

Secretary

SPUDNIK EQUIPMENT COMPANY

By: *Carl J. Hobbs*
/s/ Carl J. Hobbs

President

Carl J. Hobbs
 /s/Carl J. Hobbs
 Director

Leo W. Hobbs
 /s/Leo W. Hobbs
 Director

Frank M. Scott
 /s/Frank M. Scott
 Director

All of the directors of Spudnik Equipment.

SPUDNIK SALES, INCORPORATED
 By: Carl J. Hobbs
 President

(Corporate Seal)

ATTEST: Frank M. Scott
 /s/Frank M. Scott
 Secretary

Arthur C. Bergener
 /s/Arthur C. Bergener
 Secretary - Spudnik Sales Inc.

Carl J. Hobbs
 /s/Carl J. Hobbs
 Director

Leo W. Hobbs
 /s/Leo W. Hobbs
 Director

Art Bergener
 /s/Art Bergener
 Director

Melvin E. Gordis
 /s/Melvin E. Gordis
 Director

Lawrence Brower by Dale Jackson
 /s/Lawrence Brower by Dale Jackson
 Director

All of the directors of Spudnik Sales.

STATE OF IDAHO)
 :ss
 County of Bingham)

August

On this 3rd day of July in the year 1964, before me, Jay H. Stout, a Notary Public, personally appeared CARL J. HOBBS and LEO W. HOBBS known to me to be the president and vice-president of Spudnik Equipment Company, an Idaho corporation, and CARL J. HOBBS, LEO W. HOBBS and FRANK M. SCOTT, known to me to be the Board of Directors of Spudnik Equipment Company, the officers and Board of Directors of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


Jay H. Stout
 /s/Jay H. Stout
 Notary Public for Idaho
 Residing at Blackfoot, Idaho

My com expires: 5-27-68

STATE OF IDAHO)
) ss
County of Bingham)

On this 3rd day of August, in the year 1964, before me, Jay H. Stout, a Notary Public, personally appeared CARL J. HOBBS and LEO W. HOBBS, known to me to be the president and vice-president of Spudnik Sales, Incorporated, an Idaho corporation, and CARL J. HOBBS, LEO W. HOBBS, ARTHUR C. BERGENER, MELVIN E. CORNIA and LAWRENCE BROWER, acting through his proxy, DALE JACKMAN, known to me to be the Board of Directors of Spudnik Sales, Incorporated, the officers and Board of Directors of said corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

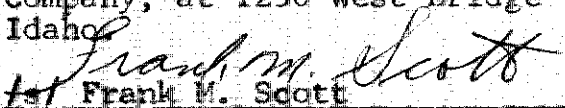


1st Jay H. Stout
Notary Public for Idaho
Residing at Blackfoot, Idaho

My comn exprs: 5-27-68

C E R T I F I C A T I O N

I, FRANK M. SCOTT, secretary-treasurer of Spudnik Equipment Company, an Idaho corporation, and the surviving corporation in the above Merger Agreement, do hereby certify that the above and foregoing Merger Agreement is a true and correct copy of the original Merger Agreement on file in the records in the office of the surviving corporation, Spudnik Equipment Company, at 1250 West Bridge Street, Blackfoot, Bingham County, Idaho.



1st Frank M. Scott
Secretary-Treasurer

(SEAL)