

FILED EFFECTIVE

ARTICLES OF MERGER

07 JAN 31 PM 3:33

MERGING

SECRETARY OF STATE
STATE OF IDAHO

HAGBY U.S.A., INC.
(an Idaho corporation)

WITH AND INTO

SANDVIK MINING AND CONSTRUCTION USA, LLC
(a Delaware limited liability company)

(Pursuant to Section 30-1-1102 of the
Idaho Business Corporation Act)

FIRST: The Agreement and Plan of Merger (the "Plan of Merger") providing for the merger (the "Merger") of Hagby U.S.A., Inc., an Idaho corporation ("Hagby U.S.A."), with and into Sandvik Mining and Construction USA, LLC, a Delaware limited liability company ("Sandvik Mining"), with Sandvik Mining continuing as the surviving company following the Merger, is attached hereto as Exhibit A.

SECOND: The Plan of Merger was duly approved by the sole shareholder of Hagby U.S.A. pursuant to Section 30-1-1104 of the Idaho Business Corporation Act.

THIRD: The participation of Sandvik Mining in the Merger was duly authorized as required by the Delaware Limited Liability Company Act.

FOURTH: The effective time of the Merger shall be at 11:59 p.m. Eastern Standard Time on January 31, 2007.

[Signature page follows.]

1-PV177542.1

IDAHO SECRETARY OF STATE
01/31/2007 05:00
CK: 10429 CT: 20168 BH: 1029993
1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C76461

IN WITNESS WHEREOF, these Articles of Merger have been executed this 31st day of
January 2007.

HAGBY U.S.A., INC.

By: J. Kallenbach

Name: Jan Kallenbach

Title: Secretary

SANDVIK MINING AND CONSTRUCTION
USA, LLC

By: [Signature]

Name: David Levy

Title: Vice President of Finance

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

merging

HAGBY U.S.A., INC.
(an Idaho corporation)

with and into

SANDVIK MINING AND CONSTRUCTION USA, LLC
(a Delaware limited liability company)

AGREEMENT AND PLAN OF MERGER (this "Agreement") dated January 31, 2007, by and between HAGBY U.S.A., INC., an Idaho corporation (the "Corporation"), and SANDVIK MINING AND CONSTRUCTION USA, LLC, a Delaware limited liability company (the "LLC"), with the following recitals:

RECITALS

- A. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho.
- B. The LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.
- C. Pursuant to the terms of that certain Share Purchase Agreement dated as of even date herewith between the LLC and Sandvik Nora AB, a corporation incorporated under the laws of Sweden, the LLC acquired all of the outstanding capital stock of the Corporation.
- D. The parties desire that the Corporation merge with and into the LLC (the "Merger"), with the LLC surviving, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Delaware and the laws of the State of Idaho.
- E. This Agreement and the Merger have been duly approved by the Board of Directors and sole shareholder of the Corporation in accordance with the requirements of Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA").
- F. This Agreement and the Merger have been duly approved by the Board of Managers and Majority Member of the LLC in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "DLCA").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, hereby agree as follows:

ARTICLE I
General

1.01. The Merger. The Corporation and the LLC shall effect the Merger in accordance with and subject to the terms and conditions of this Agreement, the IBCA and the DLLCA. At the Effective Time (as defined in Section 1.02 hereof), the Corporation shall be merged with and into the LLC, and the separate existence of the Corporation shall cease, all with the effect provided in the IBCA and the DLLCA, including without limitation, that all of the rights, privileges and powers of the Corporation and all property, real, personal and mixed, and all debts due to the Corporation, as well as all other things and causes of action belonging to the Corporation and all liabilities and obligations of the Corporation shall be transferred to and vested in the LLC, as the surviving entity, and shall thereafter be the property and obligations of the LLC as they were of the Corporation prior to the Merger, and no such assets or liabilities shall revert or be in any way impaired by reason of the Merger. The LLC shall be the surviving company in the Merger and is sometimes hereinafter called the "Surviving Company".

1.02. Effectiveness.

A. A Certificate of Merger and such other documents and instruments as are required by, and complying in all respects with the DLLCA, shall be delivered to the Secretary of State of the State of Delaware for filing.

B. Articles of Merger and such other documents and instruments as are required by, and complying in all respects with the IBCA, shall be delivered to the Secretary of State of the State of Idaho for filing.

C. The Merger shall become effective at 11:59 p.m. Eastern Standard Time on January 31, 2007 (the "Effective Time").

1.03. Further Assurances. If at any time the LLC, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the LLC its rights, title or interest in, to or under any of the rights, properties or assets of the Corporation acquired or to be acquired by the LLC as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Corporation and its proper officers and directors shall be deemed to have granted to the LLC an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the LLC and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the LLC are fully authorized in the name of the Corporation or otherwise to take any and all such actions.

ARTICLE II
Securities of the Corporation

2.01. At the Effective Time, all of the shares of capital stock of the Corporation shall, by virtue of the Merger, and without any action on the part of the holder thereof, cease to be outstanding, shall be canceled and retired.

ARTICLE III
Miscellaneous Provisions

3.01. Operating Agreement. The Operating Agreement of the LLC, as in effect immediately preceding the Effective Time (the "Operating Agreement"), shall be unaffected by the Merger and shall be the Operating Agreement of the Surviving Company until amended in accordance with applicable law. The Certificate of Formation of the LLC, as in effect immediately preceding the Effective Time (the "Certificate of Formation"), shall be unaffected by the Merger and shall be the Certificate of Formation of the Surviving Company.

3.02. Management. The officers and managers of the LLC will be the officers and managers of the Surviving Company after the Effective Time in accordance with the terms of the Operating Agreement of the LLC and applicable law.

3.03. Abandonment. At any time prior to the Effective Time, the transactions contemplated by this Agreement may be abandoned in accordance with the requirements of the DLLCA, the IBCA, and any other applicable law.

3.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

3.05. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have set their hand and seal on the first date above written.

HAGBY U.S.A., INC.

By: J. Kallenback
Name: Jan Kallenback
Title: Secretary

SANDVIK MINING AND CONSTRUCTION
USA, LLC

By: _____
Name: _____
Title: _____

I, Jan Kallenback hereby certify that I am the duly elected and acting Secretary of the Corporation, and do hereby further certify that, the Plan of Merger has been adopted by the Board of Directors of the Corporation pursuant to Section 30-1-1104(1) of the IBCA and approved by the sole shareholder of the Corporation pursuant to Section 30-1-1104(5) of the IBCA.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first written above.

By: J. Kallenback
Name: Jan Kallenback
Title: Secretary

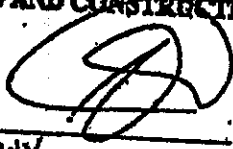
[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the undersigned have set their hand and seal on the first date above written.

HAGBY U.S.A., INC.

By: _____
Name: _____
Title: _____

SANDVIK MINING AND CONSTRUCTION
USA, LLC

By: 
Name: David Levy
Title: Vice President of Finance

I, _____, do hereby certify that I am the duly elected and acting Secretary of the Corporation, and do hereby further certify that the Plan of Merger has been adopted by the Board of Directors of the Corporation pursuant to Section 30-1-1104(1) of the IBCA, and approved by the sole shareholder of the Corporation pursuant to Section 30-1-1104(5) of the IBCA.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first written above.

By: _____
Name: _____
Title: Secretary

[Signature Page to Agreement and Plan of Merger]