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SECRETARY OF STATE  
STATE OF IDAHO

FILED

PLAN OF MERGER

FOR

PROCESS EQUIPMENT & DESIGN LLC, an Idaho Limited Liability Company  
(Secretary of State ID # W10550)

AND

PROCESS EQUIPMENT & DESIGN, LLC, a North Dakota Limited Liability Company  
(Secretary of State ID #25,190,700)

This Agreement entered into on the 5th day of March, 2009, by and between the Surviving Company and the Disappearing Company, who hereby agree as follows:

1. **Recitals.** The parties hereby declare:
  - a. That the North Dakota Century Code and Idaho Statutes allow for the merger of the Disappearing Company into the Surviving Company.
  - b. That the Board of Governors of the Disappearing Company and the Board of Governors of the Surviving Company deem it advisable and generally to the advantage and welfare of the Disappearing Company to merge into the Surviving Company under and pursuant to the applicable provisions of Chapter 10-32 of the North Dakota Century Code and 30-18-205 of Idaho Statutes.
2. **Definitions.** For the purposes of this Agreement:
  - a. "Agreement" shall mean this Plan of Merger as adopted by the Disappearing Company and the Surviving Company.
  - b. "Closing Date" shall mean April 1, 2009.
  - c. "Disappearing Company" shall mean Process Equipment & Design, LLC, an Idaho limited liability company, whose mailing address is 413 29th Avenue North, Fargo, North Dakota 58102.
  - d. "Idaho Member" shall collectively mean:
    - (1) Dwight Kinzer, who is owner of ninety (90%) percent of the membership interests in the Disappearing Company; and,
    - (2) Kasia Kinzer, who is owner of ten (10%) percent of the membership interests in Disappearing Company.

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- e. "North Dakota Members" shall collectively mean:
- (1) Dwight Kinzer, who is owner of ninety (90%) percent of the membership interests in the Surviving Company; and,
  - (2) Kasia Kinzer, who is owner of ten (10%) percent of the membership interests in Surviving Company.
- f. "Surviving Company" shall mean Process Equipment & Design, LLC, a North Dakota Limited Liability Company, whose mailing address is 413 29th Avenue North, Fargo, North Dakota 58102.

3. **Merger.** The Disappearing Company shall be, and hereby is, merged into the Surviving Company pursuant to the applicable provisions of Chapter 10-32 of the North Dakota Century Code and Title 30, Chapter 18 of Idaho Statutes.

4. **Surviving Company.** The Surviving Company shall survive the merger contemplated in this Agreement and shall continue to be governed by the laws of the State of North Dakota.

5. **Disappearing Company.** The Disappearing Company shall cease to have a separate existence upon the Closing Date.

6. **Conversion of Membership Units.** On the Closing Date:

a. **Membership Units in Disappearing Company Before Merger.** The following membership interests in the Disappearing Company are outstanding:

<u>MEMBER</u>	<u>MEMBERSHIP INTEREST</u>
Dwight Kinzer	90%
Kasia Kinzer	10%

b. **Membership Units in Surviving Company Before Merger.** The following membership interests in the Surviving Company are outstanding:

<u>MEMBER</u>	<u>MEMBERSHIP INTEREST</u>
Dwight Kinzer	90%
Kasia Kinzer	10%

c. **Membership Units in Surviving Company After Merger.** Under this Agreement, the membership interests of the Surviving Company shall be issued as follows:

<u>MEMBER</u>	<u>MEMBERSHIP INTEREST</u>
Dwight Kinzer	90%
Kasia Kinzer	10%

d. **Effect of the Merger.** On the Closing Date:

- (1) The Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers, and franchises, both of a public and a private nature, and be subject to all of the restrictions, disabilities and duties of the Disappearing Company, and all of the rights, privileges, immunities, powers and franchises of the Disappearing Company;
- (2) All property, real, personal and mixed, and all debts due to the Disappearing Company on whatever account, as well as for all of the things in action or belonging to the Disappearing Company, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were the Disappearing Company, and the title to any real estate vested by deed or otherwise in the Disappearing Company shall not revert or be in any way impaired by reason of the merger;
- (3) All rights of creditors and all liens upon any property of the Disappearing Company shall be preserved, unimpaired, limited in lien to the property affected by such liens on the Closing Date; and,
- (4) All debts, liabilities, and duties of the Disappearing Company, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Surviving Company.

e. **Filing of Articles of Merger.** This Agreement shall be submitted to the Board of Governors and the Members of the Disappearing Company and to the Board of Governors and Members of the Surviving Company for approval and adoption. After such approval and adoption, and subject to the conditions contained in this Agreement, Articles of Merger shall be signed and delivered to the:

- (1) Secretary of State of the State of North Dakota for filing provided by Chapter 10-32 of the North Dakota Century Code; and,
- (2) Secretary of State of the State of Idaho for filing as provided by Title 30 Chapter 18 of Idaho Statutes.


7. **Administrative Provisions.** The following provisions relate to the administration of this Agreement.

- a. **Headings.** The headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof.
- b. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by the duly authorized managers of the Disappearing Company and the officers of the Surviving Company.

- c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. **Survival of Representations.** All representations, warranties and agreements made by the parties pursuant to this Agreement shall survive the Closing Date.
- e. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

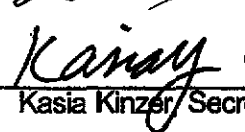
PROCESS EQUIPMENT & DESIGN, LLC,  
a North Dakota Limited Liability Company

By:   
Dwight Kinzer, President

By:   
Kasia Kinzer, Secretary

PROCESS EQUIPMENT & DESIGN, LLC,  
an Idaho Limited Liability Company

By:   
Dwight Kinzer, President

By:   
Kasia Kinzer, Secretary

THIS DOCUMENT WAS PREPARED BY:

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