

State of Idaho

Department of State

CERTIFICATE OF AMENDMENT OF

RIVER VALLEY MANUFACTURING, INC.
File Number C 86354

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Amendment to the Articles of Incorporation of RIVER VALLEY MANUFACTURING, INC. duly executed 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 Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles of Amendment.

Dated: August 1, 1995



Pete T. Cenarrusa
SECRETARY OF STATE

By *Shirley J. Clark*

Aug 1 2 05 PM '95
SECRETARY OF STATE
STATE OF IDAHO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
RIVER VALLEY MANUFACTURING, INC.

EFFECTIVE the 1st day of October, 1994, the Directors and Shareholders of River Valley Manufacturing, Inc., an Idaho corporation, adopted a Resolution to set forth the proposed Amended and Restated Articles of Incorporation. The Directors set forth the Articles of Incorporation as herein amended and restated, amending all of the Corporation's Articles, pursuant to the Idaho Business Corporations Act, and in accordance with the provisions of such sections the following information is set forth:

We, the undersigned natural persons over the age of eighteen (18) years, acting as all of the Directors and Shareholders of a Corporation under the Idaho Revised Business Corporations Act, having Four Thousand Seven Hundred Eighty-Four (4,784) shares outstanding and Four Thousand Seven Hundred Eighty-Four (4,784) shares entitled to vote, approved by unanimous vote on the 29th day of September, 1994, a resolution adopting the following Amended and Restated Articles of Incorporation for such corporation:

ARTICLE 1: NAME

The name of this Corporation is: River Valley Manufacturing, Inc. The address of the principal office is 976 East Main Street, Burley, Idaho 83318.

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CORPORATION PROFIT AGREEMENT

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ARTICLE 2: DURATION

The duration of the Corporation shall be perpetual.

ARTICLE 3: PURPOSES

This Corporation is organized for the basic purpose of carrying on the general business of designing, building, manufacturing, and selling farm equipment, and to deal generally therein.

A. This Corporation shall have all rights and powers normally ascribed to and incidental to said basic purpose and to business operations in general including, but not limited to, raising capital and operating monies; entering into, performing and carrying out contracts; entering into joint ventures or limited or general partnership, and to act as a general partner in one or more limited partnerships; acquiring, by purchase or otherwise, maintaining, developing, improving, financing, mortgaging, selling, renting, or exchanging such real property, equipment and other facilities as are needed by the Corporation; and to undertake all business transactions, functions and service ordinary and necessary to the business, as set forth above, or any other lawful business authorized under the laws of this State.

B. This Corporation shall also have as its purpose the pursuit and development of any other business opportunities that relate to its basic purpose, as set forth above.

C. The Corporation may engage in other lawful activities providing that its bylaws and/or records reflect proper action permitting such activity.

ARTICLE 4: AUTHORIZED SHARES

The aggregate number of shares of common stock which the Corporation shall have authority to issue is Twenty Thousand (20,000) having no par value. Each share shall participate equally in the earned surplus and dividends of the Corporation as well as share equally in the distribution of the assets of the Corporation upon dissolution and termination. There shall be one (1) class of common stock.

Such common stock shall be divided into voting common stock and non-voting common stock. Ten Thousand (10,000) shares shall be designated as voting common and Ten Thousand (10,000) shares designated as non-voting common. As between the voting and non-voting common the voting rights shall be the sole difference.

ARTICLE 5: REGISTERED OFFICE AND AGENT

The name of this Corporation's registered agent is Dee Lon Jones and the address of the registered office is 976 East Main Street, Burley, Idaho 83318.

ARTICLE 6: DIRECTORS AND CUMULATIVE VOTING

The number of Directors constituting the Board of Directors of this Corporation is Six (6) and the names and addresses of persons who are to serve as Directors until the first annual meeting of Shareholders or until their successors are elected and shall qualify, are:

NAME**ADDRESS**

John Paul Pickett	304 Henson Drive Burley, Idaho 83318
David R. Price	Rt. 1 Box 1792 Burley, Idaho 83318
William Palmer	HC Route 11 Box 207 Dayton, Idaho 83232
Steve Pickett	Route 1 Murtaugh, Idaho 83344
Grant Wyatt	Rt. 2 Box 2174 Burley, Idaho 83318
Steve Pickett	1926 Springbrook Lane Boise, Idaho 83706

Such Directors are to be elected by cumulative voting, in that each Shareholder shall be entitled to vote all of his whole or fractional shares cumulatively.

At each election of Directors, each shareholder entitled to vote at such elections shall have the right to accumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principal among as many candidates as he desires. The candidates, up to the number of directors to be elected, receiving the highest number of votes shall be elected.

ARTICLE 7: REGULATION OF INTERNAL AFFAIRS

A. The majority of the Directors may adopt bylaws for the Corporation which are consistent with these Articles and the laws of the State of Idaho and may amend and repeal from time to time any bylaw as provided hereafter.

B. No contract, lease, or other transaction between the Corporation and any other corporation and no other act of the

Corporation with relation to any other corporation shall, in the absence of fraud, in any way be invalidated or otherwise affected, by the fact that any one or more of the Directors of the Corporation is pecuniarily or otherwise interested in, or are Directors or Officers of such other corporation. Any Director of the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated Corporation without regard to the fact that he is also a Director of such subsidiary or affiliated Corporation. Any Director of the Corporation, individually, or any firm or association of which any Director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract, lease or other transaction with the Corporation, provided that the fact that he individually or as a member of such firm or association is such a party to, or is so interested in, any contract, lease, or other transaction with the Corporation, shall disclose, or shall have been known, to the Board of Directors or by a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such contract or transaction shall be taken; and in any case described in this paragraph, any such Director may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract, lease, or other transaction and may vote thereat to authorize any such contract or transaction.

ARTICLE 8: SPECIAL REQUIREMENTS FOR DIRECTOR ACTION

Except with the affirmative vote of not less than fifty-one percent (51%) of the total number of Directors constituting the entire Board, the Board of Directors or any committee thereof shall not have the power, or take any action the result of which would be to:

a. amend, repeal or alter in anyway the Articles of Incorporation or Bylaws of the Corporation;

b. merge or consolidate or agree to merge or consolidate the Corporation with or into any other corporation or corporations;

c. liquidate, reorganize or recapitalize the Corporation or adopt any plan to do so;

d. issue or sell any shares of Capital Stock of the Corporation or any options or rights to purchase any shares of Capital Stock of the Corporation, whether or not such shares have been previously authorized or issued;

e. declare or pay any dividends on, or make any other distributions upon or in respect of, or purchase, retire or retain any Shares of the Capital Stock of the Corporation, or set aside any funds for such purposes.

ARTICLE 9: SHAREHOLDER VOTE REQUIRED FOR FUNDAMENTAL CHANGES

The affirmative vote of holders of fifty-one percent (51%) of the outstanding shares entitled to vote shall be necessary for the following corporate action:

a. Amendment to the Articles of Incorporation;

b. Merger or consolidation of the Corporation;

c. Reduction or increase of the stated capital of the Corporation;

d. Reduction or increase in the number of authorized shares of the Corporation;

e. Sale, lease or exchange of the major portion of the property or assets of the Corporation;

f. Dissolution of the Corporation.

ARTICLE 10: RESTRICTIONS ON TRANSFER OF STOCK

If (a) any two or more Shareholders or subscribers to stock of the Corporation shall enter into any agreement abridging, limiting or restricting the rights of any one or more of them to sell, assign, transfer, mortgage, pledge, hypothecate or transfer on the books of the Corporation, any or all of the stock of the Corporation held by them and if a copy of said agreement shall be filed with the Corporation, or if (b) the Shareholders entitled to vote shall adopt any bylaw provision abridging, limiting or restricting the aforesaid rights of any Shareholders, then and in either of such events, all certificates of shares of stock subject to such abridgments, limitations or restrictions shall have a reference thereto endorsed thereon by an officer of the Corporation and such stock shall not thereafter be transferred on the books of the Corporation except in accordance herewith or with the terms and provisions of such agreement or bylaws, as the case may be.

ARTICLE 11: PRE-EMPTIVE RIGHTS

The authorized and treasury stock of this Corporation may be issued at such time, upon such terms and conditions, and for such consideration as the Board of Directors shall determine.

Shareholders shall have pre-emptive rights to acquire unissued shares of this Corporation in the manner and subject to the limitations prescribed by this Article, and not otherwise. Before the Board of Directors shall issue any unissued shares of this Corporation, authorized in these Articles or by later amendment, it shall notify each Shareholder of the proposed issuance of the terms and conditions under which the shares are proposed to be issued. For a period of thirty (30) days after the giving of such notice, any Shareholder shall have the rights, on the same terms and conditions as is stated in the notice, to acquire such portion of the shares proposed to be issued as the shares held by such Shareholder bears to the total shares issued and outstanding at the time such notice is given, such right to be exercised by giving notice of such election to the Corporation at its registered office. If any Shareholder does not give notice of his election to acquire such shares within such thirty-day period, the shares may be issued to others, but only on terms and conditions no more favorable than the terms and conditions stated in the notice to the Shareholders. Except as provided for above, no other pre-emptive rights shall vest in any Shareholder.

ARTICLE 12: LIMITATION UPON DIRECTORS' LIABILITY

To the fullest extent permitted by the Idaho Revised Business Corporation Act, as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of a director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for actions under Section 30-1-48 of the Idaho Revised Business Corporation Act, or (iv) for any transaction from which a director derived an improper personal benefit.

ARTICLE 13: LIMITATION OF PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION

Directors of the Corporation shall have no personal liability whatsoever to the Corporation or its shareholders for monetary damages for breach of fiduciary duty, except liability:

- a. for any breach of the Director's duty of loyalty to the Corporation or its shareholders;
- b. for acts or omissions by the Director not in good faith or which involve intentional misconduct or a knowing violation of the law;
- c. for actions under Section 30-1-48 or its successor provisions; or
- d. for any transaction from which the Director derived an improper personal benefit.

The Corporation shall have the power to indemnify, to the maximum extent permitted by law, as amended from time to time, by express provision in its by-laws, by agreement, or by majority vote of either its shareholders or disinterested directors, present or former shareholders, directors and/or officers, agents, and/or employees of the Corporation.

ARTICLE 14: NONASSESSIBILITY

Shares of the Corporation shall not be subject to assessment for payment of debts of the Corporation.

ARTICLE 15: RIGHT TO AMEND

These Articles may be amended as provided herein. The Corporation reserves the right to amend, alter, change or repeal any provision of these Articles, in the manner now or hereafter prescribed by law, and by these Articles; and all rights and powers conferred herein on Shareholders and Directors are subject to this reserved power.

ARTICLE 16: WAIVER OF CONFLICT OF INTEREST

The parties to this Agreement acknowledge that this Agreement has been prepared by Snow, Christensen & Martineau (the "Law Firm") on behalf of the parties hereto. There is an inherent potential for conflicts of interest among the parties to this Agreement because this Agreement establishes the rights and obligations of each of the parties to this Agreement. Due to such potential conflicts of interest, the Law Firm has advised and hereby advises each of the parties that it would be in their best interest to obtain the services of their own independent legal

counsel to review this document. Notwithstanding the fact that the Law Firm has prepared this Agreement and has provided legal advice to one or more of the parties in preparation of this Agreement and in related matters, the parties hereby waive as evidenced by the execution of the Agreement any potential conflicts of interest that may arise as a result of the above actions by the Law Firm, whether or not one or more of the parties to this Agreement may have consulted with separate legal counsel concerning this Agreement.

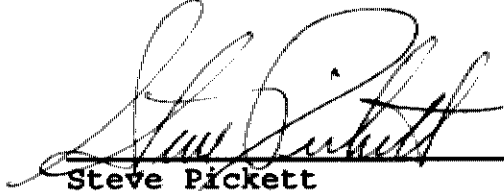
DATED this 17 day of December, 1994.

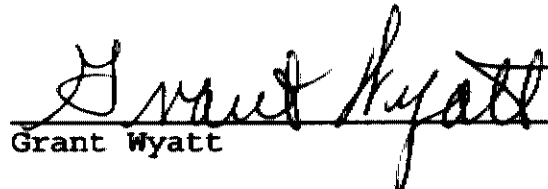
DIRECTORS:


John Paul Pickett


David R. Price


William Palmer


Steve Pickett


Grant Wyatt

SHAREHOLDERS:

David R. Price
David R. Price

Boyd Poulton
Boyd Poulton

John Paul Pickett
John Paul Pickett

William Palmer
William Palmer

CONSENT OF REGISTERED AGENT

I hereby consent to appointment as the Registered Agent
of River Valley Manufacturing, Inc.

Dee Lon Jones
Dee Lon Jones
Registered Agent

STATE OF Idaho)
COUNTY OF Cassia) ss.

I, Kathryn Wall, a Notary Public, hereby
certify that on the 17th day of December, 1994, John
Paul Pickett, David R. Price, William Palmer, Steve Pickett, Grant
Wyatt, and Paul Hansen, personally appeared before me who, being

first duly sworn, severally declared that they are the persons who signed the foregoing document as Shareholders and Directors and that the statements therein contained are true.

Kathryn Wall
Notary Public
Residing in: Rupert, ID
Commission expires: 3/19/96

STATE OF IDAHO)
COUNTY OF CASSIA) ss.

I, Kathryn Wall, a Notary Public, hereby certify that on the 22nd day of December, 1994, Boyd Poulton personally appeared before me who, being first duly sworn, severally declared that he is the person who signed the foregoing document as a Shareholder and that the statements therein contained are true.

Kathryn Wall
Notary Public
Residing in: Rupert, Idaho
Commission expires: 3/19/96

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