

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	American Pneumatic Tools, Inc.		12/18/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mining, Rock Excavation and Consturction LLC		
Street Address:	3700 East 68th Avenue		
City:	Commerce City		
State/Country:	COLORADO		
Postal Code:	80022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2324766	AIRGO-LINE
	Registration Number:	2154668	AIRGO NOMIC
CORRESPONDENCE DATA			
Fax Number:	973-491-34		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	973-491-3326		
Email:	brian.petrequin@leclairryan.com		
Correspondent Name:	Brian L. Petrequin		
Address Line 1:	1037 Raymond Blvd., 16th Floor		
Address Line 2:	One Riverfront Plaza		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	37865.0065		
NAME OF SUBMITTER:	Brian L. Petrequin		

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Signature:	/Brian L. Petrequin/
Date:	03/07/2014
<p>Total Attachments: 21</p> <p>source=APT Merger#page1.tif source=APT Merger#page2.tif source=APT Merger#page3.tif source=APT Merger#page4.tif source=APT Merger#page5.tif source=APT Merger#page6.tif source=APT Merger#page7.tif source=APT Merger#page8.tif source=APT Merger#page9.tif source=APT Merger#page10.tif source=APT Merger#page11.tif source=APT Merger#page12.tif source=APT Merger#page13.tif source=APT Merger#page14.tif source=APT Merger#page15.tif source=APT Merger#page16.tif source=APT Merger#page17.tif source=APT Merger#page18.tif source=APT Merger#page19.tif source=APT Merger#page20.tif source=APT Merger#page21.tif</p>	

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Secretary of State
State of California

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AGREEMENT AND PLAN OF MERGER

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This Agreement and Plan of Merger (this "Agreement") is entered into as of December 18, 2013, by and among American Pneumatic Tools, Inc. (a California corporation; hereinafter "APT"), Pneumatic Holdings, Inc. (a Delaware corporation; hereinafter "PHI"), and Atlas Copco Construction Mining Technique USA LLC (a Delaware limited liability company; hereinafter referred to as "CMT" and/or the "Surviving Company");

WHEREAS, CMT is the sole shareholder of the PHI;

WHEREAS, PHI is the sole shareholder of APT;

EFFECTIVE
DATE
JAN 01 2014

WHEREAS, the Board of Directors of PHI has adopted this Agreement and submitted this Agreement to PHI's sole shareholder for approval, and the Board of Directors of PHI has recommended this Agreement to PHI's sole shareholder, and whereas said sole shareholder has concurred with said recommendation and has approved this Agreement;

WHEREAS, the Board of Directors of APT has adopted this Agreement and submitted this Agreement to APT's sole shareholder for approval, and the Board of Directors of APT has recommended this Agreement to APT's sole shareholder, and whereas said sole shareholder has concurred with said recommendation and has approved this Agreement;

WHEREAS, the Board of Directors of CMT has adopted this Agreement and submitted this Agreement to CMT's sole member for approval, and the Board of Directors of CMT has recommended this Agreement to CMT's sole member, and whereas said sole member has concurred with said recommendation and has approved this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereto hereby agree as follows:

Section 1. The Merger and Name Change. Upon the terms set forth in this Agreement, and pursuant to 6 Del. C. § 18-209 of the Delaware Limited liability Company Act, 8 Del. C. §264 of the Delaware General Corporation Law and Cal Corp Code §1113 of the California Corporstions Code, at the Effective Time (as defined below), PHI and APT shall be merged with and into CMT, the separate existences of PHI and APT shall cease, and CMT shall be the sole surviving legal entity of the merger and shall continue its existence as a limited liability company under the laws of the State of Delaware (the "Merger"). (CMT is sometimes referred to herein as the "Surviving Company".) At the effective time of the merger, the name of the Surviving Company shall become changed from Atlas Copco Construction Mining Technique USA LLC to Mining, Rock Excavation and Construction LLC through filings with appropriate state agencies in Delaware and California. The Surviving Company will thereafter operate business units under the names Atlas Copco Construction Equipment (a business unit within Mining, Rock Excavation and Construction LLC), Atlas Copco Mining and Rock Excavation (a business unit within Mining, Rock Excavation and Construction LLC), Chicago Pneumatic Construction Equipment (a business unit within Mining, Rock Excavation and Construction LLC), and American Pneumatic Tools (a business unit within Mining, Rock Excavation and Construction LLC). (For the sake of clarity, it is understood that nothing in this Agreement will prevent the Surviving Company from removing or renaming any such business unit or adding business units, to the extent resolved/approved by the Surviving Company's Board of Directors and/or sole Member from time to time, as applicable.)

The principal address of the Surviving Company is 3700 East 68th Avenue, Commerce City, Colorado 80022 USA. Prior to the Effective Time, the required Certificates of Merger shall be filed with the applicable governmental authorities (including the Office of the Secretary of State of the State of Delaware and the Secretary of State of California).

Section 2. Effective Time of the Merger. The Merger shall be effective upon the filing of required Certificates of Merger with appropriate state authorities (the "Effective Time").

Section 3. Effect of the Merger. At the Effective Time, by virtue of the Merger and without any further act or deed on the part of the parties hereto, the effect of the Merger shall be as provided by the applicable provisions of the Delaware Limited Liability Company Act, Delaware General Corporation Law, and California Corporations Code. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Company shall possess all the rights, privileges, and powers of CMT, of PHI, and of APT, and the Surviving Company shall be subject to all of the debts, liabilities, obligations, and duties of CMT, of PHI, and of APT.

Section 4. Operating Agreement. At the Effective Time, CMT's Agreement of Limited Liability Company (the "Operating Agreement") shall be replaced by the Amended Agreement of Limited Liability Company attached hereto as Exhibit A (or a version substantially similar thereto, to the extent approved by the sole Member of CMT).

Section 5. Shares; Limited Liability Company Interest. At the Effective Time, all shares of stock of PHI (including all issued and outstanding shares) shall, by virtue of the Merger and expressly without any action on the part of PHI or CMT, be automatically cancelled. Further, at the Effective Time, all shares of stock of APT (including all issued and outstanding shares) shall, by virtue of the Merger and expressly without any action on the part of APT, PHI, or CMT, be automatically cancelled. The single class of Limited Liability Company interests of CMT that has been issued (such single class of Limited Liability Company Interest having been issued to CMT's sole Member) immediately prior to the Effective Time shall be unaffected by the Merger.

Section 6. Directors and Officers. The Directors of CMT immediately prior to the Effective Time shall remain the Directors of the Surviving Company on and after the Effective Time, and the Officers of CMT immediately prior to the Effective Time shall remain the Officers of the Surviving Company on and after the Effective Time, in each case (both with respect to Directors and Officers) until the earlier of: (a) his/her successor is qualified and elected or appointed, as applicable; (b) he/she is disqualified for any reason; (c) he/she resigns or is removed from his/her position; or (d) he/she no longer is employed by the Surviving Company (if applicable) or by any affiliate of the Surviving Company (if applicable).

Section 7. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. Counterparts; Effectiveness. This Agreement may be executed and delivered (including by facsimile transmission and/or pdf attachment via email) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

Section 9. Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof. No provision of this Agreement is intended to confer on any person other than the parties hereto any rights or remedies.

Section 10. Headings. The descriptive headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 11. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way

Section 2. Effective Time of the Merger. The Merger shall be effected by the filing of required Certificates of Merger that provide that the effective date and time of the Merger shall be 11:59 pm on December 31, 2013 (the "Effective Time").

Section 3. Effect of the Merger. At the Effective Time, by virtue of the Merger and without any further act or deed on the part of the parties hereto, the effect of the Merger shall be as provided by the applicable provisions of the Delaware Limited Liability Company Act, Delaware General Corporation Law, and California Corporations Code. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Company shall possess all the rights, privileges, and powers of CMT, of PHI, and of APT, and the Surviving Company shall be subject to all of the debts, liabilities, obligations, and duties of CMT, of PHI, and of APT.

Section 4. Operating Agreement. At the Effective Time, CMT's Agreement of Limited Liability Company (the "Operating Agreement") shall be replaced by the Amended Agreement of Limited Liability Company attached hereto as Exhibit A (or a version substantially similar thereto, to the extent approved by the sole Member of CMT).

Section 5. Shares; Limited Liability Company Interest. At the Effective Time, all shares of stock of PHI (including all issued and outstanding shares) shall, by virtue of the Merger and expressly without any action on the part of PHI or CMT, be automatically cancelled. Further, at the Effective Time, all shares of stock of APT (including all issued and outstanding shares) shall, by virtue of the Merger and expressly without any action on the part of APT, PHI, or CMT, be automatically cancelled. The single class of Limited Liability Company Interests of CMT that has been issued (such single class of Limited Liability Company Interest having been issued to CMT's sole Member) immediately prior to the Effective Time shall be unaffected by the Merger.

Section 6. Directors and Officers. The Directors of CMT immediately prior to the Effective Time shall remain the Directors of the Surviving Company on and after the Effective Time, and the Officers of CMT immediately prior to the Effective Time shall remain the Officers of the Surviving Company on and after the Effective Time, in each case (both with respect to Directors and Officers) until the earlier of: (a) his/her successor is qualified and elected or appointed, as applicable; (b) he/she is disqualified for any reason; (c) he/she resigns or is removed from his/her position; or (d) he/she no longer is employed by the Surviving Company (if applicable) or by any affiliate of the Surviving Company (if applicable).

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Section 10. Headings. The descriptive headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 11. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way

be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 12. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, of record or otherwise, a result of the merger provided for by this Agreement, the Surviving Company is hereby appointed the due and lawful attorney of PHI and of APT in their respective names to execute and deliver all such deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement, and the officers of the Surviving Company are fully authorized in the name of PHI and in the name of APT (and in the name of the Surviving Company) to take any and all such action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

Atlas Copeo Construction Mining Technique USA LLC

By: [Signature] (signature)

Printed Name: Jim Levitt, Title: Assistant Secretary

American Pneumatic Tools, Inc.

By: [Signature] (signature)

Printed Name: Joseph Akin, Title: Vice President Tax

By: [Signature]

Dan O'Brien, Secretary

Pneumatic Holdings, Inc.

By: [Signature] (signature)

Printed Name: Joseph Akin, Title: Vice President Tax

By: [Signature]

Dan O'Brien, Secretary

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Exhibit A

AMENDED AGREEMENT OF LIMITED LIABILITY COMPANY
OF
MINING, ROCK EXCAVATION AND CONSTRUCTION LLC

(A DELAWARE LIMITED LIABILITY COMPANY)
(formerly named Atlas Copco Construction Mining Technique USA LLC)

January 1, 2014

The undersigned (Atlas Copco North America LLC, a Delaware limited liability company) being the sole member (hereinafter the "Member") of Mining, Rock Excavation and Construction LLC (a Delaware limited liability company; hereinafter the "Company"), hereby declares the following to be the Limited Liability Company Agreement of the Company under and pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et. seq. (the "Act"), and hereby replaces the Company's original Agreement of Limited Liability Company dated November 21, 2006 (hereinafter the "Original Operating Agreement") with this Amended Agreement of Limited Liability Company dated January 1, 2014:

1. Name. The name of the Company is Mining, Rock Excavation and Construction LLC. (The Company's former name was Atlas Copco Construction Mining Technique USA LLC; the name was changed as of January 1, 2014.)

2. Purpose and Powers. The purpose of the Company is to engage in any and all lawful activities for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Term. The term of the Company as a limited liability company commenced on November 21, 2006, upon the conversion of Atlas Copco Construction Mining

Technique USA Inc. (the "Corporation") into the Company, and shall continue until the winding up and liquidation of the Company is completed and its business is terminated following a dissolution event, as provided in Section 15 hereof. The term of the Corporation had commenced on September 4, 1980 as stated in the Certificate of Formation of the Company as filed at the Office of the Secretary of State of the State of Delaware.

4. Registered Office. The registered office of the Company in the State of Delaware is located at The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801, or any successor as appointed by the Member. The Member or any officer of the Company may also appoint registered agents to qualify to do business and/or to act as agents for service of process in such other jurisdictions as the Member or any such officer of the Company may deem necessary or convenient.

6. Admission. Simultaneously with the execution and delivery of the Original Operating Agreement, dated November 21, 2006, and the effective date stated in the Certificate of Formation as filed with the Office of the Secretary of State of the State of Delaware, Atlas Copco North America LLC was admitted as the sole Member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder, and continues as the sole Member as of the execution of this Agreement.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be

entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Management.

(a) Board of Directors. The management of the Company shall be vested in a Board of Directors (the "Board of Directors") elected by the Member. The total number of members on the Board of Directors (each a "Director" and, collectively, the "Directors") shall be three (3) as of the execution of this Agreement. Each of the Directors shall be an "authorized person" within the meaning of the Act. At any time, by unanimous decision, the Member may fix the number of Directors at a different number by an amendment hereto or a resolution signed by the Member. The Member hereby elects (or re-elects) as the Directors of the Company Peter Salditt, who shall be the Chairman, Torbjörn Redaelli and Jim Levitt, each to serve until his successor is elected and qualified or until he resigns or is removed from office in the manner hereinafter provided. A Director shall remain in office until removed by a written instrument signed by the Member or until such Director resigns in a written instrument delivered to the Member or until such Director is no longer employed by an affiliate of the Member or such Director dies or is unable to serve. In the event of any such vacancy, the Member may fill the vacancy. The Member may increase or decrease the number of Directors. Each Director shall have one (1) vote. Except as otherwise provided in this Agreement, the Board of Directors shall act by the affirmative vote of a majority of the total number of Directors. Each Director shall perform his or her duties as such in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his or her duties shall not have any liability by reason of serving, or having served, as a Director. A Director shall

not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company.

(b) Meetings and Powers of Board of Directors. The Board of Directors shall establish meeting times, dates and places and requisite notice requirements and adopt rules or procedures consistent with the terms of this Agreement. Any action required to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting. Notwithstanding anything to the contrary in this Section 8, the Board of Directors may take any action that may be taken by the Board of Directors under this Agreement without a meeting if such action is approved by the unanimous written consent of the Directors.

Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the Company shall be vested in the Board of Directors and the Board of Directors may exercise all powers of the Company and do all such lawful acts as are not by statute, the Certificate of Formation or this Agreement directed or required to be exercised or done by the Member and in so doing shall have the right and authority to take all actions which the Board of Directors deem necessary, useful or appropriate for the management and conduct of the business of the Company; provided, however, that the Member may amend this Agreement at any time and thereby broaden or limit the Board of Director's power and authority.

(c) Operational Organization. As of the execution of this Agreement, the business operations of the Company will be organized into four parts (hereinafter "business units"), namely: (i) Atlas Copco Mining and Rock Excavation, which shall be managed on a day

to day basis by a President/General Manager of such business unit, together with such other officers and managers as the Board of Directors may appoint from time to time; (ii) Atlas Copco Construction Equipment, which shall be managed on a day to day basis by a President/General Manager of such business unit, together with such other officers and managers as the Board of Directors may appoint from time to time; (iii) American Pneumatic Tools, which shall be managed on a day to day basis by a President/General Manager of such business unit, together with such other officers and managers as the Board of Directors may appoint from time to time and (iv) Chicago Pneumatic Construction Equipment, which shall be managed on a day to day basis by a President/General Manager of such business unit, together with such other officers and managers as the Board of Directors may appoint from time to time. Notwithstanding the foregoing, with respect to the above-stated titles of "President/General Manager", it is understood that the Board of Directors may through properly passed Board resolutions change the name of such titles. Except as otherwise mandated by resolution of the Board of Directors, the officers designated in the preceding sentence shall report to the Chairman, or to such other person as the Chairman may designate in the exercise of his or her sole discretion. The persons so designated by the Chairman need not be Directors or employees of the Member or the Company.

(d) Officers. The Company may have Officers who are appointed by the Board of Directors (the "Officers"). The Officers of the Company shall have such powers and perform such duties as may from time to time be assigned to him or her by the Board of Directors. The Board of Directors may designate that the powers of some Officers shall be limited to the business affairs of only one or more of the business units of the Company as

designated in sub-part 8(c) above or as may be designated by the Board of Directors in a properly passed resolution.

(e) Indemnification of the Directors and Officers. Unless otherwise provided in this Section 8, the Company shall indemnify, save harmless, and pay all judgments and claims against any Director or Officer relating to any liability or damage incurred by reason of any act performed or omitted to be performed by any Director or Officer in connection with the business of the Company, including reasonable attorneys' fees and court costs incurred by the Director or Officer in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred. Unless otherwise provided in this Section 8, in the event of any action by the Member against any Director or Officer, including a derivative suit, the Company may (as determined by the sole discretion of the Member), but shall not be obligated to, indemnify, save harmless, and pay all expenses of such Director or Officer, including reasonable attorneys' fees and court costs incurred in the defense of such action. Notwithstanding the provisions of this Section 8, this Section shall be enforced only to the maximum extent permitted by law and no Director or Officer shall be indemnified from any liability for the fraud, intentional misconduct, gross negligence or a knowing violation of the law which was material to the cause of action.

(f) Rights and Powers of the Member. The Member shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Member shall have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. The Member shall have no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not

inconsistent herewith, as required in the Act. Notwithstanding any other provision of this Agreement, no action may be taken by the Company (whether by the Board of Directors, or otherwise) in connection with any of the following matters without the written consent of the Member:

- (1) the dissolution or liquidation, in whole or in part, of the Company, or the institution of proceedings to have the Company adjudicated bankrupt or insolvent;
- (2) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;
- (3) consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property;
- (4) the merger of the Company with any other entity;
- (5) the acquisition of all or substantially all of the assets of any other business or an equity interest in any other legal entity, including but not limited to any corporation, limited liability company, limited partnership or partnership;
- (6) the sale of all or substantially all of the Company's assets; or
- (7) the amendment of this Agreement.

9. Capital Contributions. The Member may contribute cash or other property to the Company as it shall decide in its sole discretion, from time to time.

10. Distributions. At such time as determined by the Member, the Member may cause the Company to distribute any cash or other property held by the Company which is

neither reasonably necessary for the operation of the Company nor in violation of Sections 18-607 or 18-804 of the Act.

11. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof; provided, in any event, that the transferee must agree in a document or instruction reasonably acceptable to the Board of Directors to be bound by the terms of this Agreement.

12. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a Member, and such value may be paid in cash or in kind as reasonably determined by the Board of Directors.

13. Additional Members. Additional Members can only be admitted to the Company upon the consent of the Member, which consent shall be evidenced by, among other things, the execution of an amendment to, or an amendment and restatement of, this Agreement.

14. Limited Liability. Neither the Member nor any Director shall have any liability for the obligations of the Company except to the extent required by the Act, if any.

15. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (i) the decision of the Member and (ii) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some

other Person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up. Upon the occurrence of an event that would result in a dissolution of the Company, the Board of Directors shall, within ten (10) business days thereafter, cause written notice to be provided thereof to the Member.

16. Distributions upon Dissolution. Upon the occurrence of an event set forth in Section 15 hereof, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and each of the Member and the Board of Directors shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member and the Board of Directors until such time as the property of the Company has been distributed pursuant to this Section 16 and the Certificate of Formation has been cancelled pursuant to the Act. The Board of Directors shall be responsible for overseeing the winding up and dissolution of the Company. Upon the occurrence of an event set forth in Section 15 hereof, the Board of Directors shall take full account of the Company's liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Act.

17. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 16 hereof, the Board of Directors shall

promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Board of Directors deems such filing necessary or advisable.

18. Amendment. This Agreement may be amended only in a writing signed by the Member.

19. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

20. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of his, her or its, as the case may be, economic bargain.

21. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given and received for all purposes (i) if delivered personally to the person or to an officer of the person to whom the same is directed or (ii) when the same is actually received, if sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy

of the facsimiled communication sent by registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address set forth for such party above.

22. Consent to Jurisdiction/Service of Process. Each party hereto (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement and (ii) consents to the service of process by mail.

23. Relationship between the Agreement and the Act. For purposes of this Section 23, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company's Certificate of Formation or operating agreement. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly.

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement of Limited Liability Company to be duly executed as of January 1, 2014.

ATLAS COPCO NORTH AMERICA LLC
(Mining, Rock Excavation and Construction LLC's
Sole Member)

By: 

Name: Jim Levitt

Title: President

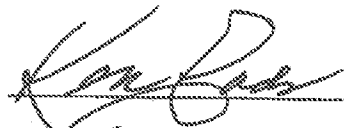
Certificate of Approval
of
Agreement and Plan of Merger

Ken Eads, President, and Dan O'Brien, Secretary, certify that:

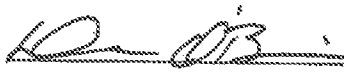
1. They are the president and the secretary, respectively, of American Pneumatic Tools, Inc., a California corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1 share.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 18, 2013



Ken Eads, President



Dan O'Brien, Secretary

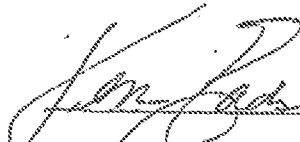
Certificate of Approval
of
Agreement and Plan of Merger

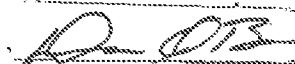
Ken Eads, President, and Dan O'Brien, Secretary, certify that:

1. They are the president and the secretary, respectively, of Pneumatic Holdings, Inc., a Delaware corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There are three classes of shares and the number of shares outstanding entitled to vote on the merger are as follows: (i) Class A - 4,164,873 shares, (ii) Class A-1 - 19,500.00 shares and (iii) Class B - 1,286,6713 shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 18, 2013


Ken Eads, President


Dan O'Brien, Secretary



State of California Secretary of State

ONE MERG

Certificate of Merger

(California Corporations Code sections 11113(g), 3200(g), 6019.1, 8019.1, 8040, 12540.1, 15911.14, 18818(b) and 17052)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Alder Copco Construction Hiring Technique USA LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER 200705910220	4. JURISDICTION Delaware
5. NAME OF DISAPPEARING ENTITY See Exhibit A	6. TYPE OF ENTITY See Exhibit A	7. CA SECRETARY OF STATE FILE NUMBER See Ex. A	8. JURISDICTION See Ex. A

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT ISSUED OR EXERCISED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

SURVIVING ENTITY		DISAPPEARING ENTITY	
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED
See Exhibit A	See Ex. A	See Ex. A	See Ex. A

10. IF SECURITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.
 No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.
N/A

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.
PRINCIPAL ADDRESS OF SURVIVING ENTITY: N/A CITY AND STATE: ZIP CODE: N/A

13. OTHER INFORMATION REQUIRED TO BE STATED BY THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.
N/A

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.
Cal Corp Code §11113, 6 Del. C. 38-209, 9 Del. C. §264

15. FUTURE EFFECTIVE DATE, IF ANY
01 - 01 - 2014
(Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHOM EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY: *Jim Levitt* DATE: 12-16-13 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON: Jim Levitt, manager

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY: _____ DATE: _____ TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY: *Arnold D'Mello* DATE: 12/16/13 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON: Arnold D'Mello, Vice President

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY: *Jim Levitt* DATE: 12-16-13 TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON: Jim Levitt, Assistant Secretary

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____

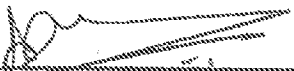
Exhibit A to State of California Certificate of Merger

5. Name of Disappearing Entity	6. Type of Entity	7. CA Sec. of State File Number	8. Jurisdiction
American Pneumatic Tools, Inc.	Corporation	C2177169	California
Pneumatic Holdings, Inc.	Corporation	N/A	Delaware

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTES OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

SURVIVING ENTITY		DISAPPEARING ENTITY -- <u>American Pneumatic Tools, Inc.</u>	
CLASS AND NUMBER	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	PERCENTAGE VOTE REQUIRED
1 Membership interest	100%	1 share of common stock	100%
		DISAPPEARING ENTITY -- <u>Pneumatic Holdings, Inc.</u>	
		CLASS AND NUMBER	PERCENTAGE VOTE REQUIRED
		Class A stock -- 4,164.875 shares	A majority of all shares voting together as one class.
		Class A-1 stock -- 19,500.00 shares	
		Class B stock -- 1,286.6713 shares	


17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.



Signature of Authorized Person for the Disappearing Entity

12/12/13
Date

Arnold D'Mello, Vice President
Type or print name and title of authorized person



Signature of Authorized Person for the Disappearing Entity

12/12/13
Date

Jim Lewis, Assistant Secretary
Type or print name and title of authorized person