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SUR**Michael G. Adams**
Kentucky Secretary of State
Received and Filed:
12/28/2023 4:16 PM
Fee Receipt: \$50.00**CERTIFICATE AND ARTICLES OF MERGER**

Pursuant to Section 271B.11-080 of the Kentucky Business Corporation Act and the Delaware Limited Liability Company Act, the undersigned execute the following and Articles of Merger:

1. The respective names of each of the constituent companies are Rudd Equipment Company, Inc., a Kentucky corporation ("Rudd"), and Ferronordic America MidWest, LLC, a Delaware limited liability company ("FAM").

2. The Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, has been approved, adopted, certified, executed and/or acknowledged by each of the constituent companies and their respective boards of directors or managers in accordance with the respective laws applicable to such constituent companies.

3. As to each of the constituent companies, the designation, number of shares outstanding and the number of votes entitled to be cast by each voting group entitled to vote separately on the Agreement and Plan of Merger are as follows:

Constituent Company	Designation and Number of Shares Outstanding	Number of Votes Entitled to be Cast by Each Voting Group
Rudd Equipment Company, Inc.	1,010 Voting Shares of Common Stock	1,010
Ferronordic America MidWest, LLC	100% Membership Interest	100%

4. As to each of the constituent companies, the total number of votes cast for and against the Agreement and Plan of Merger for each voting group entitled to vote separately thereon are as follows:

Constituent Company	Voting Group	Cast For	Cast Against
Rudd Equipment Company, Inc.	1,010 Voting Shares of Common Stock	1,010	0
Ferronordic America MidWest, LLC	100% Membership Interest	100%	0

The number cast for the Agreement and Plan of Merger by each voting group was sufficient for approval by that voting group.

5. Rudd Equipment Company, Inc., a Kentucky corporation, shall be the surviving company of the merger (the "surviving corporation"). The name of the surviving corporation shall continue to be:

Rudd Equipment Company, Inc.

6. The articles of incorporation of the surviving corporation, as in effect immediately prior to the effective time of the merger, shall be the articles of incorporation of the surviving corporation.

7. The merger is to become effective at 11:59 p.m. Eastern time on December 29, 2023.

8. At the effective time of the merger (the "Effective Time"), by virtue of the merger and without any action on the part of the constituent companies or the holders of shares of capital stock of Rudd or the sole member of FAM:

(a) the merger shall effect no change in the shares of capital stock of Rudd, except that, as a result of the merger, all of the capital stock of Rudd issued and outstanding immediately prior to the Effective Time (i.e., 1,010 Voting Shares of Common Stock, no par value per share, and 13,174 Non-Voting Shares of Common Stock, no par value per share, all of which are held immediately prior to the Effective Time by FAM) shall be held immediately following the Effective Time by FAM's sole member, Ferronordic America LLC, a Delaware limited liability company; and

(b) the entirety of the interests of the members in FAM shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

9. The Agreement and Plan of Merger is on file at the place of business of the surviving corporation at:

Rudd Equipment Company, Inc.
4344 Poplar Level Road
Louisville, KY 40213

10. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder or member of the constituent companies.

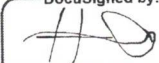
11. The surviving corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of FAM, as well as the enforcement of any obligation of the surviving corporation arising from this merger, and the surviving corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as the agent of the surviving corporation to accept service of process in any such action, suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware is:

Rudd Equipment Company, Inc.
4344 Poplar Level Road
Louisville, KY 40213

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this certificate to be signed by authorized representatives of each constituent company as of December 28, 2023.


FERRONORDIC AMERICA MIDWEST,
LLC

By:  DocuSigned by:
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Name: Henrik Carlborg

Title: Manager

RUDD EQUIPMENT COMPANY, INC.

By:  DocuSigned by:
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Name: Vic Green

Title: President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER
[See attached]

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of December 28, 2023, by and between Rudd Equipment Company, Inc., a Kentucky corporation ("Rudd"), and Ferronordic America MidWest, LLC, a Delaware limited liability company ("FAM").

WHEREAS, the Boards of Directors of Rudd and the Managers of FAM have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, as applicable, Rudd and its stockholders and FAM and its member; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, FAM, in accordance with the Delaware Limited Liability Company Act (the "DE Act") and the Kentucky Business Corporation Act (the "KY Act"), will merge with and into Rudd, with Rudd as the surviving corporation (the "Merger");

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 18-209 of the DE Act and Section 271B.11-080 of the KY Act, FAM shall be merged with and into Rudd at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of FAM shall cease, and Rudd shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DE Act and the KY Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file a certificate and articles of merger (the "Certificate of Merger") complying with Section 18-209 of the DE Act and Section 271B.11-080 of the KY Act with the Secretary of State of the State of Delaware and the Secretary of State of the Commonwealth of Kentucky with respect to the Merger. The Merger shall become effective at 11:59 p.m. Eastern time on December 29, 2023 (the "Effective Time").

(b) The Merger shall have the effects set forth in the DE Act, including without limitation Section 18-209(g) of the DE Act, and in the KY Act, including without limitation Section 271B.11-060. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers and franchises of FAM shall vest in Rudd, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of FAM shall become the debts, liabilities, obligations and duties of Rudd, as the Surviving Corporation. Rudd, as the Surviving Corporation, shall retain its limited liability as provided under the KY Act and applicable law.

3. Organizational Documents. The bylaws of Rudd in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the KY Act, and the articles of incorporation of Rudd in effect at the Effective Time, shall be

the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the KY Act.

4. Directors and Officers. The directors and officers of Rudd immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the KY Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Rudd or FAM or the holders of shares of capital stock of Rudd or the member of FAM:

(a) the Merger shall effect no change in the shares of capital stock of Rudd, except that, as a result of the Merger, all of the capital stock of Rudd issued and outstanding immediately prior to the Effective Time (i.e., 1,010 Voting Shares of Common Stock, no par value per share, and 13,174 Non-Voting Shares of Common Stock, no par value per share, all of which are held immediately prior to the Effective Time by FAM) shall be held immediately following the Effective Time by FAM's sole member, Ferronordic America LLC, a Delaware limited liability company; and

(b) the entirety of the interests of the members in FAM shall automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

6. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of FAM, as well as the enforcement of any obligation of the Surviving Corporation arising from the Merger, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such action, suit or proceeding. The Secretary of State shall mail a copy of any such process to the surviving corporation at:

Rudd Equipment Company, Inc.
4344 Poplar Level Road
Louisville, KY 40213
Attention: President

7. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

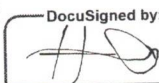
13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky and all necessarily applicable provisions of the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky, the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky and any necessarily applicable provisions of the laws of the State of Delaware.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FERRONORDIC AMERICA MIDWEST,
LLC

By:  _____
DocuSigned by:
39E41E49C9A9407...

Name: Henrik Carlborg

Title: Manager

RUDD EQUIPMENT COMPANY, INC.

By:  _____
DocuSigned by:
9703929AD5F2439...

Name: Vic Green

Title: President