B0133-3274 04/08/2020 9:16AM Rec'd by SD SOS

ARTICLES OF MERGER
MERGING
HORIZONTAL MACHINING AND MANUFACTURING, INC.
(a South Dakota corporation)
INTO
HMMI HOLDINGS, INC.
(a South Dakota corporation)

Pursuant to the applicable provisions of the South Dakota Business Corporations Act, Chapter 47-1A of the Codified Laws of South Dakota (the "**Act**"), the undersigned, desiring to effect a merger (the "**Merger**"), hereby state that:

1. Parties. The following entities are the parties to the Merger (the "**Parties**"):

Horizontal Machining and Manufacturing, Inc. is a corporation under the laws of South Dakota.

HMMI Holdings, Inc. is a corporation under the laws of South Dakota.

2. Plan of Merger. The agreement and plan of merger (the "**Plan**") is attached and fully incorporated into these Articles as Exhibit A.

3. Surviving Entity. The surviving entity is Horizontal Machining and Manufacturing, Inc., a corporation incorporated under the laws of South Dakota (the "**Surviving Entity**").

4. Effective Date. The Plan shall be effective on the date these Articles are filed with the South Dakota Secretary of State.

5. Approval of the Plan of Merger.

The Plan was adopted by Horizontal Machining and Manufacturing, Inc. by a vote of its directors and shareholders in accordance with Section 47-1A-1104 of the Act.

The Plan was adopted by the HMMI Holdings, Inc. by written action of its directors and shareholders in accordance with Section 47-1A-1104 of the Act.

6. Articles of Incorporation of Surviving Entity. The Articles of Incorporation of the Surviving Entity are those of the HMMI Holdings, Inc. immediately prior to the Merger, except that such Articles of Incorporation are amended pursuant to the Plan, and the amendment is set forth below:

Article I is deleted in its entirety and superseded and replaced with the following: "The name of this corporation is Horizontal Machining and Manufacturing, Inc."

The Articles of Incorporation of the Surviving Entity, as amended, are attached as Exhibit B.

7. **Bylaws of the Surviving Entity**. The Bylaws of the Surviving Entity are those of the HMMI Holdings, Inc. immediately prior to the Merger, except that such Bylaws are amended pursuant to the Plan to change the title thereto to read as follows:

"BYLAWS OF HORIZONTAL MACHINING AND MANUFACTURING, INC."

The Bylaws of the Surviving Entity, as amended, are attached as Exhibit C.

The Parties hereto have executed these Articles as of the 31st day of March 2020.

HMMI HOLDINGS, INC.

a South Dakota corporation

By: Linda J. Scher

Linda J. Scher, President

HORIZONTAL MACHINING

AND MANUFACTURING, INC.,

a South Dakota corporation

By: Linda J. Scher

Linda J. Scher, President and Chairman

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Exhibit A

The Plan

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is made and entered into as of the 28th day of February, 2020, by and between Horizontal Machining and Manufacturing, Inc., a South Dakota corporation ("**Horizontal**" and, following the Merger (as defined below), the "**Surviving Corporation**"), and HMMI Holdings, Inc., a South Dakota corporation ("**Holdings**").

BACKGROUND

A. Section 47-1A-1102 of the Act (as defined below) permits a South Dakota corporation to merge with and into another corporation formed and existing under the laws of the State of South Dakota.

B. The board of directors of Horizontal and the board of directors and shareholders of Holdings have deemed it in the best interests of their respective entities that Horizontal and Holdings consummate a merger and the other transactions provided for in this Agreement (the "**Merger**").

C. In the Merger, upon the terms and subject to the conditions of this Agreement:

1. each share of the capital stock of Horizontal outstanding immediately prior to the Effective Time (as defined below) and held by Holdings (the "**Holdings-Held Stock**") will be cancelled;

2. each share of common stock of Horizontal outstanding immediately prior to the Effective Time other than any such shares that are Holding-Held Stock (the "**Cashed-Out Stock**"), excluding the Dissenting Shares (as defined below), will be converted into the right to receive the Merger Consideration (as defined below);

3. the holders of Dissenting Shares shall have only such rights in respect of the Dissenting Shares owned by them as are provided by Sections 47-1A-1321 and 47-1A-1323 of the Act; and

4. each share of the capital stock of Holdings outstanding immediately prior to the Effective Time shall be converted into a share of the same class in the Surviving Corporation.

D. The board of directors of Horizontal has (i) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (ii) resolved, subject to the terms and conditions set forth in this Agreement, to present this Agreement to the shareholders of Horizontal for adoption.

E. The board of directors and shareholders of Holdings have unanimously approved this Agreement and the consummation of the transaction contemplated hereby, including the Merger.

F. Horizontal and Holdings desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants, and mutual agreements set forth herein, Horizontal and Holdings agree to merge as follows:

ARTICLE I – THE MERGER

Section 1.01 The Merger. Subject to the terms and conditions set forth in this Agreement, and in accordance with the South Dakota Business Corporations Act, Chapter 47-1A of the Codified Laws of South Dakota (the "**Act**"), at the Effective Time (as hereinafter defined), Holdings shall be merged with and into Horizontal, the separate existence of Holdings shall cease, and Horizontal shall be the surviving corporation and shall continue its corporate existence under the Act.

Section 1.02 Closing. The closing of the Merger (the "**Closing**") shall take place at the offices of Davenport, Evans, Hurwitz & Smith, LLP at 206 West 14th Street, Sioux Falls, SD 57104, on such date and at such time as the parties to this Agreement may agree upon the satisfaction or waiver of the conditions set forth in Article VI below. The actual date of the Closing is the "**Closing Date**".

Section 1.03 Effective Timc. At the Closing, Horizontal and Holdings shall cause Articles of Merger (the "**Articles of Merger**") to be executed, acknowledged, and filed with the Secretary of State of the State of South Dakota in accordance with the relevant provisions of the Act and shall make all other filings or recordings required under the Act. The Merger shall become effective as of the date the Articles of Merger are filed, which effective date shall be specified in the Articles of Merger in accordance with the Act (the effective time of the Merger being hereinafter referred to as the "**Effective Time**").

Section 1.04 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Act. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of Horizontal and Holdings shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of Horizontal and Holdings shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

Section 1.05 Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of Holdings, as are in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, except that Article I of such Articles of Incorporation shall deleted in its entirety and superseded and replaced with the following:

"The name of this corporation is Horizontal Machining and Manufacturing, Inc."

The Articles of Incorporation of Holdings, as so amended, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or this Agreement upon any shareholder or director or officer of the Surviving Corporation or upon any other persons are preserved.

Section 1.06 Bylaws. At the Effective Time, the Bylaws of Holdings, as are in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, except that the title thereto shall be amended to read "**BYLAWS OF HORIZONTAL MACHINING AND MANUFACTURING, INC.**" and such Bylaws, as so amended, shall continue in full force and effect as the Bylaws of the Surviving Corporation unless and until the same shall be further amended or repealed in accordance with the provisions thereof.

Section 1.07 Directors and Officers. The directors and officers of Horizontal immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation as of the Effective Time, until such time as their successors have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

ARTICLE II – EFFECT OF MERGER ON CAPITAL STOCK

Section 2.01 Effect of Merger on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Horizontal or Holdings or the holder of any capital stock of Horizontal or Holdings:

(a) Cancellation of Certain Stock. Each share of the capital stock of Horizontal issued and outstanding immediately prior to the Effective Time that is owned by Holdings shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(b) Conversion of Cashed-Out Stock. Each share of the common stock of Horizontal issued and outstanding immediately prior to the Effective Time (other than (i) shares to be cancelled and retired in accordance with Section 2.01(a) and (ii) Dissenting Shares (as defined in Section 2.02)) shall be converted into the right to receive ten and six-tenths cents ($0.106) in cash, without interest (the "**Merger Consideration**");

(c) Outstanding Stock Ceases to Exist. All shares of the capital stock of Horizontal outstanding immediately prior to the Effective Time shall no longer be outstanding and shall cease to exist, and, subject to Section 2.02 below with respect to Dissenting Shares, each holder of a certificate formerly representing any such shares (each, a "**Certificate**") shall cease to have any rights with respect thereto, except, in the case of Cashed-Out Stock, the right to receive the Merger Consideration in accordance with Section 2.01(b); and

(d) Holdings-Held Stock.

(i) Each share of the Class A Voting Common Stock of Holdings issued and outstanding immediately prior to the Effective Time shall be converted into one share of the Class A Voting Common Stock of the Surviving Corporation;

(ii) Each share of the Class B Non-Voting Common Stock of Holdings issued and outstanding immediately prior to the Effective Time shall be converted into one share of the Class B Non-Voting Common Stock of the Surviving Corporation; and

(iii) Each share of the Preferred Stock of Holdings issued and outstanding immediately prior to the Effective Time shall be converted into one share of the Preferred Stock of the Surviving Corporation.

Section 2.02 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Sections 2.01 and 2.03, capital stock of Horizontal issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly complied with all of the relevant provisions of Sections 47-1A-1301 to 47-1A-1331.2, inclusive, of the Act (the "**Dissenting Shares**") shall not be converted into the right to receive the Merger Consideration, and any such holders shall have only such rights in respect of the Dissenting Shares owned by them as are provided by Sections 47-1A-1321 and 47-1A-1323 of the Act. If any such holder fails to perfect or effectively withdraws or loses such right, such holder's Dissenting Shares shall thereupon be deemed to have been cancelled and to have become exchangeable, as of the Effective Time, for the right to receive the Merger Consideration without any interest thereon, pursuant to the terms of Section 2.01(b).

Section 2.03 Surrender and Payment.

(a) Prior to the Effective Time, Horizontal shall appoint an exchange agent, which may be the Surviving Corporation (the "**Exchange Agent**"), to act as the agent for the purpose of exchanging the Merger Consideration for the Certificates. On and after the Effective Time, the Surviving Corporation shall ensure that it has available, in its own funds or through draws on a line of credit, or shall deposit with the Exchange Agent, sufficient funds to pay the aggregate Merger Consideration that is payable in respect of all of the shares of the Cashed-Out Stock represented by the Certificates (the "**Payment Fund**") in amounts and at the times necessary for such payments. The Surviving Corporation shall pay all charges and expenses, including those of the Exchange Agent, in connection with the exchange of Certificates for the Merger Consideration. Promptly after the Effective Time, the Surviving Corporation shall send, or shall cause the Exchange Agent to send, to each record holder of shares of Cashed-Out Stock entitled to receive the Merger Consideration at the Effective Time, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates to the Exchange Agent) for use in such exchange.

(b) Each holder of shares of Cashed-Out Stock that have been converted into the right to receive the Merger Consideration shall be entitled to receive the Merger Consideration in respect of the Cashed-Out Stock represented by a Certificate upon surrender to the Exchange Agent of a Certificate, together with a duly completed and validly executed letter of transmittal and such other documents as may reasonably be requested by the Exchange Agent. Until so surrendered, and subject to the terms set forth in Section 2.02, each such Certificate shall represent after the Effective Time for all purposes only the right to receive the Merger Consideration payable in respect thereof. Upon the surrender of a Certificate in accordance with the foregoing, the Exchange Agent shall promptly pay to such holder an amount equal to the product of (i) the Merger Consideration multiplied by (ii) the number of shares of Cashed-Out Stock formerly evidenced by such Certificate. No interest shall be paid or accrued on the cash payable upon the surrender of any Certificate. Upon payment of the Merger Consideration pursuant to the provisions of this Article II, each Certificate so surrendered shall immediately be cancelled.

(c) All Merger Consideration paid upon the surrender of Certificates in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Cashed-Out Stock formerly represented by such Certificate, and from and after the Effective Time there shall be no further registration of transfers of shares of Cashed-Out Stock on the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth in this Article II.

(d) Neither the Surviving Corporation nor the Exchange Agent shall be liable to any holder of shares of Cashed-Out Stock for any Merger Consideration delivered in respect of such shares of Cashed-Out Stock to a public official pursuant to any abandoned property, escheat or other similar law.

Section 2.04 Withholding Rights. Each of the Exchange Agent, Horizontal, Holdings, and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to any person pursuant to this Article II such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations issued pursuant thereto (the "**Code**"), or any provision of state, local or foreign tax law. To the extent that amounts are so deducted and withheld by the Exchange Agent, Horizontal, Holdings, or the Surviving Corporation, as the case may be, such amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which the Exchange Agent, Horizontal, Holdings, or the Surviving Corporation, as the case may be, made such deduction and withholding.

ARTICLE III – REPRESENTATIONS AND WARRANTIES OF HORIZONTAL

Horizontal hereby represents and warrants to Holdings as follows:

Section 3.01 Organization; Standing and Power. Horizontal is a corporation duly organized, validly existing, and in good standing under the laws of South Dakota, and has the requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now conducted.

Section 3.02 Capital Structure.

(a) Capital Stock. The issued and outstanding capital stock of Horizontal consists of 450,138 shares of Class A Voting Common Stock, 2,433 shares of Class B Non-Voting Common Stock, and 500 shares of Preferred Stock. All of the outstanding shares of capital stock of Horizontal are duly authorized and validly issued, fully paid and non-assessable.

(b) As of the date of this Agreement, there are no outstanding (i) securities of Horizontal convertible into or exchangeable for shares of capital stock of Horizontal; (ii) options, warrants or other agreements or commitments to acquire from Horizontal, or obligations of Horizontal to issue, any shares of capital stock of (or securities convertible into or exchangeable for shares of capital stock of) Horizontal; or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of Horizontal.

Section 3.03 Authority. Horizontal has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Merger, adoption of this Agreement by the affirmative vote or consent of the holders of a majority of the outstanding shares of the Class A Voting Common Stock and a majority of the outstanding shares of the Preferred Stock of Horizontal (the "**Requisite Company Vote**"), to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Horizontal and the consummation by Horizontal of the transactions contemplated hereby has been duly authorized by all necessary corporate action on the part of Horizontal and no other corporate proceedings on the part of Horizontal are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only, in the case of consummation of the Merger, to the receipt of the Requisite Company Vote. The Requisite Company Vote is the only vote or consent of the holders of any class or series of Horizontal's capital stock necessary to approve and adopt this Agreement, approve the Merger and consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by Horizontal and, assuming due execution and delivery by Holdings, constitutes the valid and binding obligation of Horizontal, enforceable against Horizontal in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity.

Section 3.04 Non-contravention. The execution, delivery and performance of this Agreement by Horizontal, and the consummation by Horizontal of the transactions contemplated by this Agreement, including the Merger, do not and will not: (a) contravene or conflict with, or result in any violation or breach of, the articles of incorporation or bylaws of Horizontal or (b) subject to obtaining the Requisite Company Vote, conflict with or violate any law applicable to Horizontal or any of its properties or assets.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES OF HOLDINGS

Holdings hereby represents and warrants to Horizontal as follows:

Section 4.01 Organization; Standing and Power. Holdings is a corporation duly organized, validly existing, and in good standing under the laws of South Dakota, and has the requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now conducted.

Section 4.02 Capital Structure.

(a) Capital Stock. The issued and outstanding capital stock of Holdings consists of 402,813.204 shares of Class A Voting Common Stock, 2,433 shares Class B Non-Voting Common Stock, and 500 shares of Preferred Stock. All of the outstanding shares of capital stock of Holdings are duly authorized and validly issued, fully paid and non-assessable.

(b) As of the date of this Agreement, there are no outstanding (i) securities of Holdings convertible into or exchangeable for shares of capital stock of Holdings, (ii) options, warrants or other agreements or commitments to acquire from Holdings, or obligations of Holdings to issue, any shares of capital stock of (or securities convertible into or exchangeable for shares of capital stock of) Holdings or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of Holdings.

Section 4.03 Authority. Holdings has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Holdings and the consummation by Holdings of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Holdings and no other corporate proceedings on the part of Holdings are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only to the filing of the Articles of Merger pursuant to the Act. This Agreement has been duly executed and delivered by Holdings and, assuming due execution and delivery by Horizontal, constitutes the valid and binding obligation of Holdings, enforceable against Holdings in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.04 Non-contravention. The execution, delivery and performance of this Agreement by Holdings, and the consummation by Holdings of the transactions contemplated by this Agreement, including the Merger, do not and will not: (a) contravene or conflict with, or result in any violation or breach of, the articles of incorporation or bylaws of Holdings or (b) conflict with or violate any law applicable to Holdings or any of its properties or assets.

ARTICLE V – COVENANTS

Section 5.01 Horizontal Shareholder Approval. Horizontal shall take all action necessary to duly call, give notice of, convene and hold a meeting of shareholders of Horizontal in accordance with the Act for the purpose of approving this Agreement and the Merger as soon as reasonably practicable after the date of this Agreement.

Section 5.02 Dissenters' Rights Notices. Horizontal shall comply with the procedural provisions of the Act regarding dissenters' rights with respect to the Merger.

Section 5.03 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Horizontal or Holdings, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of Horizontal or Holdings, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of Horizontal acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

ARTICLE VI – CONDITIONS

Section 6.01 Conditions to Obligations of Holdings. The obligations of Holdings to effect the Merger are subject to the satisfaction or waiver by Holdings, on or prior to the Closing Date, of the following conditions:

(a) Representations and Warranties. The representations and warranties of Horizontal contained in Article III of this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing.

(b) Performance of Covenants. Horizontal shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, required to be performed by or complied with by it under this Agreement.

(c) Horizontal Shareholder Approval. This Agreement shall have been duly adopted by the Requisite Company Vote.

Section 6.02 Conditions to Obligation of Horizontal. The obligation of Horizontal to effect the Merger is subject to the satisfaction or waiver by Horizontal on or prior to the Closing Date of the following conditions:

(a) Horizontal Shareholder Approval. This Agreement shall have been duly adopted by the Requisite Company Vote.

(b) **Representations and Warranties.** The representations and warranties of Holdings set forth in Article IV of this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing.

(c) **Performance of Covenants.** Holdings shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, required to be performed by or complied with by it under this Agreement.

ARTICLE VII – TERMINATION, AMENDMENT AND WAIVER

Section 7.01 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the shareholders of Horizontal) by mutual written consent of Horizontal and Holdings.

Section 7.02 Amendment. At any time prior to the Effective Time, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties to this Agreement; *provided, however*, that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by law would require further approval by the holders of Cashed-Out Stock without such approval.

Section 7.03 Extension; Waiver. At any time prior to the Effective Time, Horizontal or Holdings may (a) extend the time for the performance of any of the obligations of the other party; (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement; or (c) unless prohibited by applicable law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

ARTICLE VIII – MISCELLANEOUS

Section 8.01 Interpretation; Construction. The headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

Section 8.02 Survival. None of the representations and warranties contained in this Agreement shall survive the Effective Time. This Section 8.02 does not limit any covenant of the parties to this Agreement which, by its terms, contemplates performance after the Effective Time.

Section 8.03 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of South Dakota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of South Dakota.

Section 8.04 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter contained herein and supersedes all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

Section 8.05 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.06 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.

Section 8.07 Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Section 8.08 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement shall become effective when each party to this Agreement shall have received counterparts signed by all of the other parties.

[SIGNATURES ON FOLLOWING PAGE]

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

HMMI HOLDINGS, INC.

By: Linda J. Scher

Linda J. Scher, President

HORIZONTAL MACHINING AND MANUFACTURING, INC.

By: Linda J. Scher

Linda J. Scher, President and Chairman

Signature Page to Agreement and Plan of Merger

Exhibit B

Articles of Incorporation of Surviving Entity

ARTICLES OF INCORPORATION OF HORIZONTAL MACHINING AND MANUFACTURING, INC.

Executed by the undersigned for the purpose of forming a South Dakota corporation under SDCL Chapter 47-1A:

Article I

The name of the corporation is Horizontal Machining and Manufacturing, Inc.

Article II

The number of shares the corporation is authorized to issue: 1,000,000 common shares and 1,000 preferred shares.

The duration of the company is perpetual.

Article III

The address of the principal office in or out of the State of South Dakota where the company conducts its business:

Actual Street Address	Mailing Address
640 Arizona Avenue NW **Huron, SD 57350**	**640 Arizona Avenue NW** **Huron, SD 57350**

Article IV

The South Dakota Registered Agent's Name:

(a) The South Dakota Noncommercial Registered Agent's Name

Name **Alex H. King**

Actual Street Address in this State

640 Arizona Ave NW
Huron, SD 57350

Article V

The name and address of each incorporator:

CORE/3505289.0002/157966099.1

Name Address

Kalen Biord 206 W. 14th Street, Sioux Falls, SD 57104

Article VI

The number of shares the corporation is authorized to issue is 2,000,000 shares divided as follows:

1. Five Hundred Thousand (500,000) shares of Class A Voting Common Stock of par value of One Dollar ($1.00) each, fully paid and non-assessable.

2. Five Hundred Thousand (500,000) shares of Class B Non-Voting Common Stock of par value of One Dollar ($1.00) each, fully paid and non-assessable.

3. One Thousand (1,000) shares of Preferred Voting Stock, par value of One Thousand Dollars ($1,000.00) each, fully paid and non-assessable.

The rights, preferences and restrictions and other matters relating to the Class A Voting Common Stock (the "**Class A Stock**"), Class B Non-Voting Common Stock (the "**Class B Stock**"), and the preferred stock (the "**Preferred Stock**") of the corporation are as follows:

1. Voting Rights. The Class A Stock and Preferred Stock will have all voting rights, and the Class B Stock will have no voting rights.

2. Common Dividends. The Class A Stock and Class B Stock will have distribution rights, subject to the preferences of the Preferred Stock.

3. Dividends. No dividend or other distribution shall be made with respect to any share of the Class A Stock or the Class B Stock unless and until each share of the Preferred Stock shall have received cumulative dividends and other distributions (including distributions in liquidation pursuant to Paragraph 4 below) of One Thousand Dollars ($1,000.00); *provided, however,* that the foregoing shall not be deemed to limit or prohibit redemptions of Class A Stock or Class B stock aggregating not more than Twenty-Five Percent (25%) of the issued and outstanding Class A Stock and Class B Stock as whole. Any declaration of dividends with respect to the Preferred Stock which amount to a partial payment will be made pro rata among the holders of such Preferred Stock.

4. Liquidation Preference. Upon a liquidation, dissolution or winding up of the corporation the holders of Preferred Stock shall be entitled to a distribution of One Thousand Dollars ($1,000.00) per share of Preferred Stock, minus the amount any dividends or other distributions paid with respect to each share of the Preferred Stock pursuant to Paragraph 3 above, prior and in preference to any distributions with respect to shares of Class A Stock or Class B Stock, and thereafter the holders of Preferred Stock shall not be entitled to any distributions with respect to their Preferred Stock.

Exhibit C

Bylaws of Surviving Entity

BY-LAWS
OF
HORIZONTAL MACHINING AND MANUFACTURING, INC.

SECTION I
Offices

Section 1.1 Principal Office: The principal office of the corporation in the State of South Dakota is located in the City of Huron, County of Beadle, State of South Dakota. The corporation may have such other offices, either within or without the State of South Dakota, as the Board of Directors may designate or as the business of the corporation may require from time to time.

Section 1.2 Registered Office: The registered office of the corporation required by the South Dakota Business Corporation Act to be maintained in the State of South Dakota may be, but need not be, identical with the principal office in the State of South Dakota and the address of the registered office may be changed from time to time by the Board of Directors.

Section 1.3 Registered Agent: The registered agent of the corporation required by the South Dakota Business Corporation Act to be maintained in the State of South Dakota is the registered agent of the corporation appointed by the Articles of Incorporation. The registered agent may be changed from time to time by the Board of Directors.

SECTION II
Shareholders

Section 2.1 Classes of Shares: There will be such classes of shares of stock in the corporation as provided in the Articles of Incorporation, as amended from time to time. Shareholders holding only shares that do not have voting rights will have no right to notice of, attendance at, or to vote at shareholder meetings, unless otherwise expressed in the Articles of Incorporation.

Section 2.2 Annual Meeting: The annual meeting of the shareholders will be held in the month of April each year (or on such other date as the Board of Directors may specify), beginning with the year 2020, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of South Dakota, such meeting will be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any annual meeting of shareholders, or at any adjournment thereof, the Board of Directors will cause the election to be held at a special meeting of the shareholders as soon thereafter as may be convenient.

Section 2.3 Special Meetings: Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman or by the Board of Directors, and will be called by the Chairman at the request of the holders of not less than ten (10%) percent of all the outstanding shares of the corporation entitled to vote at the meeting. Only business within the purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 2.4 Place of Meeting: The Board of Directors or the Chairman (as applicable depending on the mechanics of how the special meeting is being called) may designate any place, either within or without the State of South Dakota, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of South Dakota, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting will be the principal office of the corporation in the State of South Dakota.

Section 2.5 Notice of Meeting: Except for the increase of stock and indebtedness of the corporation when sixty (60) days' notice is required by Article XVII, Section 8, of the South Dakota Constitution, written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, will be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, or by electronic means, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Notice of adjourned meetings need only be given if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

Section 2.6 Closing of Transfer Books or Fixing of Record Date: For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books be closed for a stated period but not to exceed, in any case, seventy (70) days. If the stock transfer books are closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books will be closed for at least ten (10) days immediately preceding such meeting.

In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any determination of shareholders for any purposes; such date in any case to be not more than seventy (70) days prior to the date on which the particular action or meeting, requiring such determination of shareholders, is to be taken or held. If the stock transfer books are not closed and if no record date is fixed for the determination of shareholders, the close of business on the day before the date on which the first notice of a shareholders' meeting is delivered or the date on which the resolution of the Board of Directors declaring a share dividend or distribution is adopted, as the case may be, will be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section 2, such determination will apply to any adjournment thereof, unless the Board of Directors selects a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 2.7 Waiver of Notice: Whenever any notice is required to be given to any shareholder under the Articles of Incorporation, these By-Laws or any provision of law, a written waiver thereof, signed by the person entitled to such notice, whether before or after the time stated therein, will be equivalent to the giving of such notice. Such written waiver must be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 2.8 Voting Lists: After fixing a record date for a meeting, the Secretary will prepare an alphabetical list of the names of all shareholders who are entitled to notice of the shareholders' meeting. The list must be arranged by voting group, if any, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder. The shareholders' list must be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, or a shareholder's agent or attorney, is entitled on written demand to inspect and, subject to the requirements of law, to copy the list, during regular business hours and at the person's expense, during the period it is available for inspection. The corporation will make the shareholders' list available at the meeting, and any shareholder, or a shareholder's agent or attorney, is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders' list does not affect the validity of action taken at the meeting.

Section 2.9 Quorum: A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, constitutes a quorum at a meeting of shareholders. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter, unless representation of a different number is required by the Articles of Incorporation or by law, and in that case, representation of the number so required will constitute a quorum. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. If a quorum exists, action on a matter, other than the election of Directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the law require a greater number of affirmative votes. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting to another place, date, and time. When a meeting is adjourned to another place, date and time, notice need not be given of the adjourned meeting if the place, date, and time thereof are announced at the meeting at which the adjournment is taken; provided, however, than if the date of any adjourned meeting is more than one hundred twenty (120) days after the date for which the meeting was originally noted, or if a new record date is fixed for the adjourned meeting, notice of the place, date and time of the adjourned meeting will be given in conformity herewith. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 2.10 Proxies: A shareholder may vote the shareholder's shares in person or by proxy. Any shareholder or the shareholder's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, or by an electronic transmission. An electronic transmission must contain or be accompanied by information from which one can determine that the shareholder or the shareholder's agent or attorney-in-fact authorized the transmission. An appointment of proxy is effective when a signed appointment form or an electronic transmission of the appointment is received by the inspector of election or the officer or agent of the corporation authorized to tabulate votes. An appointment is valid for eleven months unless a longer period is expressly provided in the appointment form.

Section 2.11 Voting of Shares: Subject to the provisions of Section 2.13, and except to the extent that voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation, each outstanding share entitled to vote is entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

Section 2.12 Acceptance of Votes by Certain Holders: If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if (a) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity; (b) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment; (c) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment; (d) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy appointment; or (e) two (2) or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

Absent special circumstances, the shares of the corporation are not entitled to vote if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the corporation owns, directly or indirectly, a majority of the shares entitled to vote for Directors of the second corporation.

Shares of its own stock belonging to the corporation or held by it in a fiduciary capacity will not be voted, directly or indirectly, at any meeting and will not be counted in determining the total number of outstanding shares at any given time.

Section 2.13 Election of Directors; Cumulative Voting: Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Shareholders may cumulate their votes for Directors. The right to cumulate votes for Directors means that the shareholders are entitled to multiply the number of votes that they are entitled to cast by the number of Directors for whom they are entitled to vote and cast the product for a single candidate or distribute the product among two (2) or more candidates.

Section 2.14 Informal Action By Shareholders: Action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. If not otherwise fixed by law, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent under this Section 2. No written consent is effective to take the corporate action referred to therein unless written consents signed by all shareholders entitled to vote on the action are received by the corporation. A written consent may be revoked by a writing to that effect received by the corporation prior to receipt by the corporation of unrevoked written consents signed by all shareholders entitled to vote on the action. A consent signed under this Section 2 has the effect of a meeting vote and may be described as such in any document.

SECTION III
Board of Directors

Section 3.1 General Powers: The business and affairs of the corporation will be managed by its Board of Directors.

Section 3.2 Number, Tenure and Qualifications: The number of Directors of the corporation must be no less than one (1) and no more than seven (7). The Directors will be elected annually by the shareholders at the annual meeting thereof. Each Director will hold office until the next annual meeting of shareholders and until his successor is elected and qualified or until there is a decrease in the number of Directors. Directors need not be shareholders of the corporation. A Director may resign at any time by filing his resignation with the Secretary of the corporation.

Section 3.3 Regular Meetings: A regular meeting of the Board of Directors will be held without other notice than these By-Laws immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of South Dakota, for the holding of additional regular meetings without other notice than such resolution. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in any notice or waiver of notice of such meeting.

Section 3.4 Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of South Dakota, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.5 Notice: Notice of the date, time, and place of any special meeting must be given at least two (2) days previously thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile or electronic mail message. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If sent by facsimile or electronic mail message, such notice will be deemed to be delivered when sent. Whenever any notice is required to be given to any Director of the corporation under the Articles of Incorporation, these By-Laws, or any provisions of law, a waiver thereof in writing, signed at any time by the Director entitled to notice, whether before or after the time of the meeting, and filed with the minutes or corporate records, will be deemed the equivalent of the giving of such notice. A Director's attendance at or participation in a meeting, whether in person, by proxy, or telephonic communication, waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.6 Quorum: A majority of the number of Directors elected and who have qualified for their position will constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. In the absence of fraud, no contract or other transaction between the corporation and any other corporation or any partnership or association will be affected or invalidated by the fact that any Director or officer of the corporation is pecuniarily or otherwise interested in or is a Director, member or officer of such other corporation or of such firm, association or partnership or is a party to or is pecuniarily or otherwise interested in such contract or other transaction or in any way connected with any person or persons, firm, association, partnership or corporation pecuniarily or otherwise interested therein, provided disclosure of such transaction is made to the Directors at the time the Board of Directors approves such transaction, and the interested person, if he be a Director, will not be counted in determining the existence of a quorum at the meeting of the Board of Directors of this corporation at which any such contract or transaction is approved, and will not vote upon such contract or transaction in which he may have an interest.

Section 3.7 Manner of Acting: The act of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors, unless the act of a greater number is required by law, or by the Articles of Incorporation or by these By-Laws.

Section 3.8 Participation in Meeting: The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.9 Action Without A Meeting: Any action required or permitted by the Articles of Incorporation, or these By-Laws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors then in office. Action taken under this Section 3.9 is the act of the Board of Directors when one (1) or more consents signed by all Directors are delivered to the Corporation. The consent may specify the time at which the action taken thereunder is to be effective. A Director's consent may be withdrawn by a revocation signed by the Director and delivered to the corporation prior to delivery to the corporation of unrevoked written consents signed by all the Directors.

Section 3.10 Removal: A Director may be removed from office with or without cause by affirmative vote taken at a special meeting of the shareholders called for that purpose and the meeting notice must state that the purpose, or one of the purposes, is removal of that Director. If a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that Director. If cumulative voting is authorized, a Director may not be removed if the number of votes sufficient to elect that Director under cumulative voting is voted against removal. If cumulative voting is not authorized, a Director may be removed only if the number of votes cast to remove that Director exceeds the number of votes cast not to remove that Director.

Section 3.11 Vacancies: Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute fewer than a quorum.

A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 3.12 Compensation: The Board of Directors by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may provide for the payment of the expenses of the Directors, if any, of attendance at each meeting of the Board of Directors, and may establish reasonable compensation of all Directors for services to the corporation as Directors, officers or otherwise. The Board of Directors also has authority to provide for reasonable pensions, disability or death benefits, and other benefits or payments, to Directors, officers and employees and to their estates, families, dependents or beneficiaries on account of prior service rendered by such Directors, officers and employees to the corporation. No such payment will preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Presumption of Assent: A Director of the corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors at which action on any corporate matter is taken will be presumed to have assented to the action taken unless (a) the Director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting, (b) the Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) the Director delivers written notice of the dissent or abstention to the presiding officer of the meeting before the adjournment thereof or delivers such dissent to the Secretary of the corporation immediately after adjournment of the meeting. The right of dissent or abstention will not apply to a Director who votes in favor of the action taken.

Section 3.14 Committees: The Board of Directors by resolution adopted by the affirmative vote of a majority of the number of Directors fixed by Section 3.2 may designate an Executive Committee and one (1) or more other committees, each committee to consist of two or more Directors elected by the Board of Directors. The Executive Committee will have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation. The other committees, if any, will have and may exercise such powers as may be provided in the Resolution of the Board of Directors designating such committee, as such resolution may from time to time be amended and supplemented. The Board of Directors may appoint one (1) or more Directors as alternate members of any committee to replace any absent or disqualified member during the member's absence or disqualification. Unless the Articles of Incorporation or these By-Laws or the resolution creating the committee provide otherwise, in the event of the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, unanimously, may appoint another Director to act in place of the absent or disqualified member. Each such committee may fix its own rules governing the conduct of its activities and will make such reports to the Board of Directors of its activities as the Board of Directors may request.

A committee of the Board of Directors cannot (a) authorize or approve distributions, except according to a formula or method, or within limits, prescribed by the Board of Directors; (b) approve or propose to shareholders action that must be approved by shareholders; (c) fill vacancies on the Board of Directors or on any of its committees, unless otherwise provided herein; or (d) adopt, amend, or repeal the Articles of Incorporation or these By-Laws.

SECTION IV
Officers

Section 4.1 Number: The officers of the corporation are a Chairman, a President, a Vice President, a Secretary and a Treasurer, each of whom will be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

Section 4.2 Election and Term of Office: The officers of the corporation to be elected by the Board of Directors will be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election will be held as soon thereafter as may be convenient. Each officer will hold office until his successor has been duly elected and qualified or until his or her death or until he or she resigns or is removed in the manner hereinafter stated.

Section 4.3 Resignation: An officer may resign at any time by delivering written notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective time. If a resignation is made effective at a later time and the Board of Directors or the appointing officer accepts the future effective time, the Board may fill the pending vacancy before the effective time if the Board provides that the successor does not take office until the effective time. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

Section 4.4 Removal: Any officer or agent elected or appointed by the Board of Directors may be removed, with or without cause, by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent will not of itself create contract rights.

Section 4.5 Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.6 Chairman: The Chairman shall have the same rights and duties as the President; provided, however, the Chairman will, when present, preside at all meetings of the shareholders and of the Board of Directors.

Section 4.7 President: The President will be the principal executive officer of the corporation and, subject to the control of the Board of Directors, will in general supervise and control all of the business and affairs of the corporation. The President will have the authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the corporation as he or she deems necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees will hold office at the discretion of the President. The President has the authority to sign, execute and acknowledge, on behalf of the corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular business, or which are authorized by resolution of the Board of Directors, and except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or is required by law to be otherwise signed or executed. Except as otherwise provided by law or the Board of Directors, the President may authorize any Vice President or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, the President will perform all duties incident to the office of President and general manager of the corporation and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4.8 Vice President: In the absence of the President or in the event of his death, inability or refusal to act, the Vice President will perform the duties of the President, and when so acting, will have all the powers of and be subject to all the restrictions upon the President. The Vice President may sign, with the Secretary, certificates for shares of the corporation; and will perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.9 Secretary: The Secretary will: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which is furnished to the Secretary by such shareholder; (e) sign with the President, or the Vice President, certificates for shares of the corporation, the issuance of which has been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.10 Treasurer: If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors determine. The Treasurer will: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as are selected in accordance with the provisions of Section 6; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.11 Salaries: The salaries of the officers will be fixed from time to time by the Board of Directors and no officer will be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

Section 4.12 Repayment: Any payments made to an officer of the corporation such as salary, commission, bonus, interest, or rent, or entertainment expense incurred by him, which are disallowed in whole or in part as a deductible expense by the Internal Revenue Service, will be reimbursed by such officer to the corporation to the full extent of such disallowance. It is the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 4.13 Assistants and Acting Officers: There will be such number of Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time authorize. The Assistant Secretaries may sign with the President or a Vice President certificates for shares of the corporation, the issuance of which has been authorized by a resolution of the Board of Directors. The Assistant Treasurers will, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors determine. The Assistant Secretaries and Assistant Treasurers in general will perform such duties and have such authority as is from time to time be delegated or assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. The Board of Directors has the power to appoint any person to act as assistant to any officer, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer appointed by the Board of Directors will have the power to perform all the duties of the office to which he is so appointed to be assistant, or as to which he is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

SECTION V
Indemnification

Section 5.1 Permissible Indemnification: Except as otherwise provided in Section 5.2, the corporation may indemnify any person who is a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (including but not limited to an action, suit or proceeding by or in the right of the corporation) by reason of the fact that he or she is or was a director or officer (hereinafter an "Indemnitee") of the corporation or is or was serving at the request of the corporation as a director or officer, of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit, or proceeding, if the Indemnitee acted in good faith and in a manner which the Indemnitee reasonably believed to be in, or at least not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Indemnitee did not act in good faith and in a manner which the Indemnitee believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that the Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

Section 5.2 Prohibited Indemnification: Unless otherwise ordered by the court, the corporation may not indemnify an Indemnitee (a) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the Indemnitee has met the relevant standard of conduct described in Section 5.1, or (b) in connection with any proceeding with respect to conduct for which the Indemnitee was adjudged liable on the basis that the Indemnitee received a financial benefit to which the Indemnitee was not entitled, whether or not involving action in the Indemnitee's official capacity. Furthermore, no indemnification will be made in respect of any claim, issue, or matter as to which the Indemnitee is finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless, and only to the extent that the court in which such action or suit was brought determines upon application that, in view of all of the circumstances of the case, and despite the adjudication of liability, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses as such court deems proper.

Section 5.3 Mandatory Indemnification: To the extent that a director or officer of the corporation has been successful on the merits, or otherwise, in the defense of any action, suit, or proceeding referred to in Section 5.1, or in defense of any claim, issue, or matter therein, the Indemnitee will be indemnified against reasonable expenses (including attorneys' fees) actually incurred by the Indemnitee in connection therewith.

Section 5.4 Determination and Authorization of Indemnification: Except in a situation governed by Section 5.3, any indemnification under Section 5.1 (unless ordered by a court) will be made by the corporation only as authorized in a specific case after a determination that indemnification of the director or officer is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in Section 5.1. Such determination will be made (a) if there are two (2) or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom for such purpose constitute a quorum, or by a majority of the members of a committee of two (2) or more disinterested Directors appointed by such a vote; (b) by special legal counsel (i) if there are two (2) or more disinterested Directors, selected by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom for such purpose constitute a quorum, or by a majority of the members of a committee of two (2) or more disinterested Directors appointed by such a vote, or, (ii) if there are fewer than two (2) disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or (c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

Authorization of indemnification will be made in the same manner as the determination that indemnification is permissible. However, if there are fewer than two (2) disinterested Directors or if the determination is made by special legal counsel, authorization of indemnification will be made by those entitled under subdivision (b)(ii) to select special legal counsel.

Section 5.5 Advances of Expenses: The corporation may, before final disposition of an action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals, advance funds to pay for or reimburse the reasonable expenses incurred by an Indemnitee who is a party to such action, suit, or proceeding by reason of being a director or officer of the corporation if the Indemnitee delivers to the corporation (a) a written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the relevant standard of conduct described in Section 5.1; and (b) the Indemnitee's written undertaking to repay any funds advanced if the Indemnitee is not entitled to mandatory indemnification under Section 5.3 and it is ultimately determined under Section 5.4 that the Indemnitee has not met the relevant standard of conduct described in Section 5.1. The undertaking required by subdivision (b) must be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to the financial ability of the Indemnitee to make repayment.

Section 5.6 Nonexclusiveness: The indemnification provided by this Section 5 will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under the Articles of Incorporation, By-Laws, any agreement, vote of shareholders, any insurance purchased by the corporation, or otherwise, both as to action in the Indemnitee's official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director or officer and will inure to the benefit of the heirs, executors, and administrators of such a person; provided, however, the corporation may not provide for indemnification against gross negligence or willful misconduct, under any by-law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in the Indemnitee's official capacity and as to action in another capacity while holding such office.

Section 5.7 Purchase of Insurance: The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against any liability asserted against or incurred by the individual in such capacity, or arising from the individual's status as such, whether or not the corporation would have the power to indemnify or advance expenses to such individual against such liability under the provisions of this Article or of South Dakota's general corporation law.

SECTION VI
Contracts, Loans, Checks and Deposits

Section 6.1 Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 6.2 Loans: No loans will be contracted on behalf of the corporation and no evidences of indebtedness will be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 6.3 Checks, Drafts, etc.: All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation must be signed by such officer or officers, agent or agents of the corporation and in such manner as is from time to time be determined by resolution of the Board of Directors.

Section 6.4 Deposits: All funds of the corporation not otherwise employed will be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

Section 6.5 Voting Stock in Other Corporations: Stock held by this corporation in any other corporation will be voted by the President unless the Board of Directors, by resolution, direct how such stock may be voted. The President or other designated officer will vote such stock in his or her discretion in the best interests of this corporation.

SECTION VII
Certificates For Shares and Their Transfer

Section 7.1 Certificates For Shares: Certificates representing shares of the corporation will be in such form as determined by the Board of Directors. Such certificates will be signed, either manually or by facsimile, by the President or the Vice President and the Secretary and sealed with the corporate seal or its facsimile, if such a seal exists. All certificates for shares will be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number and class of shares and date of issue, will be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer will be canceled and no new certificates will be issued until the former certificate for a like number of shares are surrendered or canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 7.2 Transfer of Shares: Transfer of shares of the corporation will be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who furnishes proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation will be deemed by the corporation to be the owner thereof for all purposes.

Section 7.3 Loss or Destruction of Certificates: In case of loss or destruction of any certificate representing shares, another certificate may be issued in its place upon proof of such loss or destruction, and upon giving a satisfactory bond of indemnity to the corporation and to the transfer agent and registrar, if any, of such stock, in such sum as the Board of Directors may provide.

Section 7.4 Stock Regulations: The Board of Directors has the power and authority to make all such further rules and regulations not inconsistent with the statutes of the State of South Dakota as they may deem expedient concerning the issue, transfer, conversion and registration of certificates representing shares of the corporation, including the appointment or designation of one (1) or more stock transfer agents and one (1) or more stock registrars.

Section 7.5 Preemptive Rights of Shareholders: In the event that any additional stock is at any time issued, the same will be offered to, and may be subscribed to by, the then existing shareholders in proportion to their stock holdings.

Section 7.6 Binding Effect: All transferees of shares and all future shareholders of this corporation will be subject to the restrictions contained in these By-Laws.

Section 7.7 Shareholder Agreements: If the corporation and onc or more of the shareholders of the corporation have entered into a shareholders agreement, stock redemption agreement, buy-sell agreement, stock option agreement, or similar agreement concerning transfer of their shares, the provisions of such agreement will apply to any transfer of shares of the corporation by the shareholder(s) who entered into such agreement and in the event of any inconsistency between the provisions of such agreement and these By-Laws with respect to the transfer of such shares, such agreement will control.

SECTION VIII
Fiscal Year

Section 8.1 Fiscal Year: The fiscal year of the corporation begins on the first day of January in each year and end on the thirty-first day of December in each year, or such other twelve consecutive months as the Board of Directors may by resolution designate.

SECTION IX
Distributions

Section 9.1 Distributions: The Board of Directors may, from time to time, declare and the corporation may pay distributions on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

SECTION X
Seal

Section 10.1 Seal: The Board of Directors may provide a corporate seal and have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal".

SECTION XI
Amendments

Section 11.1 Amendments: These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Board of Directors at any regular or special meeting of the Board of Directors.

State of South Dakota

Office of the Secretary of State

Certificate of Merger

Domestic Business Corporation

I, Steve Barnett, Secretary of State of the State of South Dakota, hereby certify that the Articles of Merger for:

NON-SURVIVOR(S)	
HMMI Holdings, Inc. (South Dakota)	Merging into: **HORIZONTAL MACHINING AND MANUFACTURING, INC. (SOUTH DAKOTA)** BUSINESS ID# DB049343

with an effective date of: April 8, 2020, duly signed and verified, pursuant to the provisions of the South Dakota Corporation Acts, has been received in this office and is found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Merger and attach hereto a duplicate of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, April 8, 2020.

Steve Barnett

Steve Barnett
Secretary of State

04/08/2020 10:03 AM

OFFICE OF THE SECRETARY OF STATE

STEVEN J. BARNETT, SECRETARY OF STATE
JASON LUTZ, DEPUTY SECRETARY OF STATE

HORIZONTAL MACHINING AND MANUFACTURING, INC.
640 ARIZONA AVENUE NW
HURON, SD 57350

April 8, 2020

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Business ID :	**DB049343**
Status:	Good Standing
Filing Type:	Business Corporation - Domestic
Amendment Type:	Merger - Survivor
Filed Date:	04/08/2020 9:16 AM

Steve Barnett

Steve Barnett
Secretary of State
State of South Dakota

Field Name	Changed From	Changed To
Qualified Survivor Control #		DB049343
Qualified Survivor		HORIZONTAL MACHINING AND MANUFACTURING, INC. (SOUTH DAKOTA)
Qualified Non-survivor Control #		DB176695
Qualified Non-survivor		HMMI Holdings, Inc. (South Dakota)