

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Merger filed on behalf of Woodward
Corporation, as received and filed in the Office of the Secretary of State on
07/01/1959.



20211103000022786

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

11/03/2021

Date

A handwritten signature in black ink, appearing to read 'J. H. Merrill', written over a horizontal line.

John H. Merrill

Secretary of State

AGREEMENT OF MERGER

RECEIVED
JUL 1 1959
SECRETARY OF
STATE

AGREEMENT OF MERGER dated this 29th day of April, 1959, by and between WOODWARD IRON COMPANY, a corporation organized under the laws of the State of Delaware (hereinafter referred to as "Woodward") and ALABAMA PIPE COMPANY, a corporation organized under the laws of the State of Alabama (hereinafter referred to as "Alabama");

W I T N E S S E T H: THAT

WHEREAS:

A. The Board of Directors of each of the parties hereto deem it advisable that Alabama should be merged into Woodward, with Woodward as the surviving corporation, as authorized by the statutes of the states of Delaware and Alabama, and under the provisions of this instrument.

B. The certificate of incorporation of Woodward was filed in the office of the Secretary of State of Delaware on November 14, 1911; recorded in the office of the Recorder of Deeds for New Castle County, Delaware, on November 14, 1911; and has been amended by the following instruments:

Amendments filed with the Secretary of State of Delaware on July 17, 1924, on March 31, 1937, March 21, 1947, and November 21, 1955, and by certificate of reduction of capital filed in said office on March 31, 1937.

As last amended, the certificate of incorporation of Woodward provides that it shall have an authorized capital of \$24,000,000 divided into 2,400,000 shares of common stock each of the par value of \$10.00. 2,116,386 shares of said stock are issued and outstanding.

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STATE

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C. Alabama was formed as a consolidation of nine Alabama corporations, viz., Standard Foundry Company, Alabama Pipe and Foundry Company, Union Foundry Company, Union Pipe Company, Ornamental Foundry Company, Imperial Pipe Company, Talladega Pipe Company, Gadsden Pipe Company, and Coosa Pipe and Foundry Company, by agreement of consolidation dated October 29, 1924, filed with the Secretary of State of Alabama on November 1, 1924, and recorded in incorporation record L, pages 406-451. Thereafter, by agreement of merger dated December 15, 1925, Agricola Pipe Company, Inc., was merged into Alabama Pipe Company, which merger agreement was filed with the Secretary of State of Alabama on December 23, 1925, and recorded in incorporation record M, pages 278-288. As last amended, the certificate of incorporation of Alabama Pipe Company provides for an authorized capital of 80,000 shares of common stock without par value and 40,000 shares of preferred stock with a par value of \$100 per share, of which 45,166 shares of Alabama common stock are now issued and outstanding and 22,583 shares of preferred stock are now issued and outstanding.

D. The principal office of Woodward in the State of Delaware is located at 100 West Tenth Street, Wilmington, New Castle County, Delaware, and the name of the resident agent thereat is The Corporation Trust Company; the principal office of Alabama (which does not have an office in the State of Delaware) is located at Anniston, Calhoun County, Alabama.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree among and between themselves as follows:

3.

FIRST: Woodward hereby merges into itself Alabama and Alabama is hereby merged into Woodward, which shall be the surviving corporation, all pursuant to Section 251 of Title 8 of the Delaware Code of 1953, and Section 95, et seq., of Title 10, Code of Alabama 1940, as amended. Woodward, as the surviving corporation, shall continue to be organized and shall exist under the laws of the State of Delaware.

SECOND: (a) In lieu of the applicable provisions of the articles of incorporation of Woodward as last amended as the same now appear of record, and pursuant to Section 251(b) of Title 8 of said Delaware Code, Woodward as said surviving corporation shall henceforth have and be governed by the articles of incorporation set forth in Exhibit A hereto.

(b) Pursuant to said Exhibit A, and upon consummation of the merger as required by the laws of Delaware, the authorized capital of Woodward shall be \$29,000,000, consisting of 23,000 shares of \$100 par value 6% cumulative preferred stock with the rights, powers, preferences and privileges set forth in Section FOURTH of Exhibit A, and 2,670,000 shares of \$10.00 par value common stock. Out of the total authorized capital, 22,583 shares of said preferred stock shall be then issued and outstanding, and 2,507,133 shares of said common stock shall be then issued and outstanding.

THIRD: The manner of converting the outstanding shares of capital stock of Woodward and Alabama into shares of stock of the surviving corporation shall be as follows:

(a) Each share of Woodward common stock outstanding upon the date of consummation of the merger shall continue to be one share of common stock of the surviving corporation. The certificates representing said shares shall remain

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outstanding without change, and shall not be surrendered for re-issuance, but the same shall, nevertheless, be and immediately become subject to the rights of the holders of the preferred stock.

(b) Upon such consummation of the merger, each share of preferred stock of Alabama shall be converted into one share of new preferred stock of Woodward. Each holder of shares of Alabama preferred stock, upon surrender to the surviving corporation for cancellation of the certificate or certificates evidencing the same, shall be entitled to receive one or more certificates for that number of whole shares of said new Woodward preferred stock which is equal to the number of shares represented by the certificate or certificates so surrendered; provided that no fractional shares of Woodward preferred stock shall be issued, but upon presentation to the Exchange and Issuing Agent of any certificate evidencing a fractional share of Alabama preferred, the fractional share shall be redeemed and cancelled at the redemption price provided in Section FOURTH of Exhibit A, upon the first call date of said preferred stock.

(c) Upon such consummation of the merger, each share of Alabama common stock shall be converted into 8.651353 shares of Woodward common stock, and each holder of shares of Alabama common stock, upon surrender to the surviving corporation for cancellation of the certificate or certificates evidencing same, shall be entitled to receive one or more certificates for that number of whole shares of Woodward common stock which is equal to the number of shares represented by the certificate or certificates so surrendered multiplied by 8.651353, reduced by any fraction resulting, together with a stock script certificate for any fractional share.

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(d)(1) Each holder of Alabama common stock who receives a stock script certificate for any portion of a share of Woodward common stock equal to or in excess of one-half share shall, within ten (10) days after the date of consummation of the merger, be entitled to purchase from the surviving corporation one full share of Woodward common stock by the surrender of said stock script certificate together with payment of an amount of cash computed as herein provided. Each holder of a stock script certificate representing less than one-half share of Woodward common stock shall be entitled during said period to surrender and redeem said script for its cash value computed as herein provided.

(d)(2) For purposes of the exchange of stock script certificates for stock or cash, as applicable, Woodward common stock shall be valued at the per share price at which one or more shares of Woodward common stock were traded on the New York Stock Exchange in the last transaction on the effective date (as hereinafter defined) of the merger, or if there were no transactions on such date, then at the trade price of the last transaction on the next preceding business day on which there was a sale and purchase of such stock. Each stock script certificate shall be valued at that proportionate part of the value of one whole share of Woodward common stock as so determined which is equal to the fraction of one full share of stock represented by the script certificate. The amount of cash required to purchase one full share of Woodward common stock shall be the difference between the value of said script certificate and the value of one full share of Woodward common stock.

(d)(3) During such period, said script shall not entitle the holder thereof to exercise or enjoy any rights

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of a stockholder, or to participate in dividends of any kind; and upon the expiration of said ten (10) day period, said script shall automatically be and become void and of no force and effect. As promptly as practicable thereafter, Woodward shall pay to each holder of record of said stock script certificates who has not surrendered same in exchange for a share of common stock or for cash as above provided, the value of same determined as above provided.

(e) From and after the date of consummation of the merger, none of the outstanding stock, either common or preferred, of Alabama shall have any further force or effect or entitle the holder thereof to any rights and privileges, except to surrender the same in exchange for stock of said surviving corporation as above provided; and irrespective of the surrender to Woodward and issuance by it of common and preferred stock in exchange, the surviving corporation shall thenceforth treat each stockholder as though the owner or holder of the whole number of shares of common or preferred stock of the surviving corporation (as the case may be) to which such holder is entitled with all the rights and privileges thereto appertaining and none others.

(f) The First National Bank of Birmingham, Birmingham, Alabama, is hereby designated as the Exchange and Issuing Agent to effect the exchange of Alabama common and preferred stock for Woodward common and preferred stock, and to accept surrender of stock script certificates for stock or cash as above provided.

FOURTH: The by-laws of the merged corporation, until altered, amended or repealed as therein or in the articles of incorporation provided, shall be the by-laws of Woodward in effect on the effective date of this merger.

FIFTH: The terms and conditions of the merger are as follows:

7.

1. The number of the first directors of the surviving corporation who shall hold office until their successors are chosen or appointed according to the by-laws of the surviving corporation shall be twelve (12) in number, representing an increase of two in the present board of directors of Woodward which shall be authorized by amendment of the by-laws of Woodward prior to the effective date of the merger. Their names and post office addresses are as follows:

<u>Names</u>	<u>Post Office Addresses</u>
W. R. Bond	Woodward, Alabama
William H. Brantley, Jr.	Watts Building Birmingham, Alabama
Charles F. DeBardleben, Jr.	10 Office Park Mountain Brook, Alabama
William T. Golden	40 Wall Street New York, New York
John E. Meyer	1811 First National Building Birmingham, Alabama
John C. Persons	First National Building Birmingham, Alabama
Alfred M. Shook, III	1814 First Avenue North Birmingham, Alabama
William M. Spencer	First National Building Birmingham, Alabama
John E. Urquhart	Woodward, Alabama
Joseph H. Woodward, II	Woodward, Alabama
Charles A. Hamilton, Jr.	P. O. Box 791 Anniston, Alabama
Oscar M. Kilby	P. O. Box 791 Anniston, Alabama

2. The first officers of the surviving corporation shall be seven (7) in number and shall be a Chairman of the Board of Directors, a President, three (3) Vice-Presidents, a Secretary (who is also one of the vice-presidents), a Treasurer and a Director of Public Relations, who shall hold office until their successors are chosen or appointed according to

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the by-laws of the surviving corporation. Their names, offices and post office addresses are as follows:

<u>Names</u>	<u>Offices</u>	<u>Post Office Addresses</u>
John E. Urquhart	Chairman of the Board	Woodward, Alabama
W. R. Bond	President	Woodward, Alabama
Francis W. Sheppard	Vice-President	Woodward, Alabama
John W. Hager	Vice-President	Woodward, Alabama
D. T. Turnbull	Vice-President and Secretary	Woodward, Alabama
W. R. Cottrell, Jr.	Treasurer	Woodward, Alabama
Joseph H. Woodward, II	Director of Public Relations	Woodward, Alabama

4. The surviving corporation shall pay all expenses of carrying this merger into effect; but if this plan of merger is terminated prior to its effective date, each of the constituent corporations will bear its own expenses.

5. As of the effective date of this agreement, but actually upon consummation of the merger, the separate existence of Woodward Iron Company and Alabama Pipe Company shall cease and the constituent corporations shall be merged into Woodward Iron Company as the surviving corporation, in accordance with the provisions of this agreement, which corporation shall possess all the powers, rights, privileges and franchises as well of a public as of a private nature and shall be subject to all the restrictions, disabilities, and duties of each of the corporations, parties to this agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as

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effectively the property of the surviving corporation as they were of the respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger; provided that all rights of creditors and all liens upon the property of either of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Woodward and Alabama shall thenceforth attach to the said surviving corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

6. If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of said Woodward or Alabama, either or both, the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the corporation, and otherwise to carry out the purposes of this agreement of merger.

7. The surviving corporation reserves the right to amend, alter, change or repeal any provision contained in this agreement of merger which may be contained in the certificate of incorporation of a corporation organized under the General Corporation Law of Delaware, in the manner now or hereafter prescribed by said General Corporation Law, and all rights conferred upon stockholders herein are granted subject to this reservation.

10.

8. Prior to the effective date of the merger, Alabama will declare, and at its option will pay, on all preferred stock outstanding, amounting to not more than Twenty-two Thousand Five Hundred Eighty-three (22,583) shares, cash dividends which have accrued from January 1, 1959, to the date of consummation of the merger, at the rate of six per cent (6%) per annum. Dividends, if any, unpaid but accrued for periods prior to January 1, 1959, shall be cancelled on consummation of the merger. Woodward shall assume and promptly pay the liability for any portion of such dividends which are declared but unpaid for the period subsequent to January 1, 1959.

9. Prior to the effective date of the merger, Alabama will declare a cash dividend on all of its common stock outstanding, amounting to Forty-five Thousand, One Hundred Sixty-six (45,166) shares, at the rate of Six and no/100 Dollars (\$6.00) per share, divided by twelve and multiplied by the number of months from January 1, 1959, to the beginning of the first calendar quarter following the effective date of the merger.

10. Prior to the effective date of the merger, Woodward will continue to declare and pay its regular dividends to its stockholders of record.

11. Prior to the date of consummation of the merger, Alabama shall not acquire or dispose of any of its properties or assets, or assume or create any new or additional contractual obligations, except in the ordinary course of business; shall not pay or declare any stock dividends or issue for cash or otherwise any new or additional stock; shall not amend its certificate of incorporation or its by-laws; or do or take or refrain from doing or taking any action which

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will materially affect its property, assets or outstanding capital stock; without the consent in writing of Woodward.

SIXTH: The amendment to the certificate of incorporation of Woodward effected by this agreement of merger shall not reduce the capital of Woodward or the number of issued shares of Woodward now outstanding.

SEVENTH: (1) Notwithstanding anything to the contrary in this merger agreement, the same may be terminated after its date and before the consummation of the merger by the Board of Directors of Woodward or Alabama:

(i) If any material litigation shall be pending or threatened (whether or not pending or threatened on the execution date of this agreement, but excluding pending suit of Woodward against the District Director of Internal Revenue on income tax claim for refund and related issues) against the other party, or against the assets of the other party, or against the merger, which in the judgment of the Board, renders it inadvisable to proceed with the merger;

(ii) If any of the properties of either party shall have been so damaged by fire or other casualty (irrespective of the existence of insurance) subsequent to the execution date of this agreement to such an extent that in the judgment of the Board, it is inadvisable to proceed with the merger;

(iii) If any material fact or circumstance occurs subsequent to the date of execution of this merger agreement or comes to the knowledge of the Board subsequent to the execution date which, in the judgment of the Board, makes it inadvisable to proceed with the merger;

(iv) If this agreement shall not have been adopted by the required affirmative vote of the stockholders of both parties prior to September 30, 1959;

(v) If all consents, approvals, registrations and rulings of governmental bodies, agencies and departments, and of the New York Stock Exchange, to the extent required, have not been obtained prior to September 30, 1959;

12.

(vi) If a ruling or rulings satisfactory to Woodward and to Alabama have not been obtained from the Commissioner of Internal Revenue with respect to the federal tax consequences of the transactions to be effected pursuant to this agreement prior to September 30, 1959;

(vii) If this merger shall not have been consummated by December 31, 1959;

unless an agreement satisfactory to the Boards of Directors of each company is concluded which will adjust or compensate for or protect against the fact, event or circumstance.

(2) Termination of this agreement as herein provided shall be effected by the mailing of written notice by the Board of Directors desiring to terminate to the other party to the attention of the President or Chief Executive Officer, by United States certified or registered mail, postage prepaid, and upon the mailing of such notice, this agreement shall be of no further force and effect and there shall be no liability on the part of either corporation or their respective Boards of Directors or stockholders in respect hereto.

EIGHTH: This agreement of merger is conditioned upon approval by the required majority of the stockholders of the respective corporations. If so approved and certified to as required by applicable laws, an executed original shall be filed in the office of the Secretary of State of the State of Delaware, and a copy thereof duly certified by the Secretary of State shall be recorded in the office of the Recorder of Deeds for New Castle County, Delaware, and a duplicate original shall be filed with the Secretary of State of the State of Alabama. The merger will be consummated under the laws of the State of Delaware upon the recording thereof in the Office of the Recorder of Deeds for

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New Castle County, Delaware; provided, however, that for all corporate purposes hereunder, the merger shall be deemed to be retroactive to, and the term "effective date of the merger" as used herein shall mean and refer to, the close of business of the last day of the calendar quarter next preceding the date of recording of same in New Castle County, Delaware, so that, without limitation, all income received and all expenses and other obligations incurred by the constituent corporations shall belong to and shall be the obligation of the surviving corporation from and after the effective date of this merger instead of the date of consummation of same.

NINTH: Each stockholder of Alabama who shall approve this merger in the stockholders' meeting called for that purpose, or who, although voting against same in said stockholders' meeting, shall nevertheless accept the action of the majority of Alabama stockholders, shall elect to abide by the merger agreement, and shall not dissent therefrom in the manner provided in Section 100 of Title 10, Code of Alabama 1940, as amended, shall by the tender of the stock of said stockholder for exchange in the manner provided herein represent to Woodward that he or she is acquiring the shares of Woodward's common stock and the shares of Woodward's preferred stock, as the case may be, solely for investment and not for distribution or resale.

14.

IN WITNESS WHEREOF, each of the parties hereto
has caused this instrument to be executed in duplicate in its
corporate name and behalf by a majority of its Board of
Directors and its corporate seal to be affixed, all on
the day and the year first above written.

W. R. Bond
W. R. Bond

William H. Brantley, Jr.
William H. Brantley, Jr.

Charles F. DeBardeleben, Jr.
Charles F. DeBardeleben, Jr.

William T. Golden
William T. Golden

John E. Meyer
John E. Meyer

John C. Persons
John C. Persons

Alfred M. Shook, III
Alfred M. Shook, III

William M. Spencer
William M. Spencer

John E. Urquhart
John E. Urquhart

Joseph H. Woodward, II
Joseph H. Woodward, II

(CORPORATE SEAL)

BOARD OF DIRECTORS, WOODWARD IRON COMPANY

Charles A. Hamilton, Jr.
Charles A. Hamilton, Jr.

William F. Byrd
William F. Byrd

V. Ralph Hamilton
V. Ralph Hamilton

Oscar M. Kilby
Oscar M. Kilby


(CORPORATE SEAL)

Thomas E. Kilby, Jr.
Thomas E. Kilby, Jr.

BOARD OF DIRECTORS, ALABAMA PIPE COMPANY

I, J. Albert Pearce, Secretary of Alabama Pipe Company, a corporation organized and existing under the laws of the State of Alabama, hereby certify, as such secretary, and under the seal of the said corporation, that the agreement of merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Woodward Iron Company, a corporation of the State of Delaware, was duly submitted to the stockholders of said Alabama Pipe Company at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, upon written notice given as required by the by-laws of this corporation, for the purpose of considering and taking action upon said agreement of merger, that 22,583 shares of preferred stock and 45,166 shares of common stock were on said date issued and outstanding (exclusive of treasury stock) and that 22⁴⁰⁷ 1/2 shares of preferred stock and 45,013 shares of common stock were voted by ballot in favor of said agreement of merger and no shares of preferred stock and no shares of common stock were voted by ballot against the same, the said affirmative vote representing at least two-thirds of the total number of shares of the outstanding capital stock of said corporation, and that thereby the agreement of merger was at said meeting duly adopted as the act of the stockholders of said Alabama Pipe Company and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said Alabama Pipe Company on this 30th day of June, 1959.


Secretary

I, D. T. Turnbull, Secretary of Woodward Iron Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such secretary, and under the seal of the said corporation, that the agreement of merger to which this certificate is attached, after having been first duly signed on behalf of said corporation by a majority of the directors thereof and having been signed by a majority of the directors of Alabama Pipe Company, a corporation of the State of Alabama, was duly submitted to the stockholders of said Woodward Iron Company, at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, upon written notice given as required by the by-laws of this corporation, for the purpose of considering and taking action upon said agreement of merger, that 2,116,386 shares of stock of said corporation were on said date issued and outstanding (exclusive of treasury stock) and that 1,730,222 shares were voted by ballot in favor of said agreement and 20,749 shares were voted by ballot against the same, the said affirmative vote representing at least two-thirds of the total number of shares of the outstanding capital stock of said corporation, and that thereby the agreement of merger was at said meeting duly adopted as the act of the stockholders of said Woodward Iron Company, and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said Woodward Iron Company on this *30th* day of June, 1959.


Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the board of directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said agreement of merger by the secretary of each corporate party thereto, the president and secretary of each corporate party thereto do now hereby execute the said agreement of merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 30th day of June, 1959.

WOODWARD IRON COMPANY

W. R. Bond
President

ATTEST:

J. H. Hunkeler
Secretary

J. H. Hunkeler
Secretary

ALABAMA PIPE COMPANY

Charles A. Hamilton
President

ATTEST:

J. Albert Pearce
Secretary

J. Albert Pearce
Secretary

STATE OF ALABAMA)

COUNTY OF CALHOUN)

BE IT REMEMBERED that on this 30th day of June, A. D. 1959, personally came before me, Mrs. Irene McKee a Notary Public in and for the county and state aforesaid, Charles A. Hamilton, Jr., President of Alabama Pipe Company, a corporation of the State of Alabama and one of the corporations described in and which executed the foregoing agreement of merger, known to me personally to be such, and he the said Charles A. Hamilton, Jr., as such president duly executed said agreement of merger before me and acknowledged said agreement of merger to be the act, deed and agreement of said Alabama Pipe Company, that the signatures of the said president and the secretary of said corporation to said foregoing agreement of merger are in the handwriting of said president and secretary of said Alabama Pipe Company and that the seal affixed to said agreement of merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Notary Public

MY COMMISSION EXPIRES SEPT. 27 1961

STATE OF ALABAMA)

JEFFERSON COUNTY)

BE IT REMEMBERED that on this 30th day of June, A. D. 1959, personally came before me, H. Louise McEniry, a Notary Public in and for the county and state aforesaid, W. R. Bond, President of Woodward Iron Company, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing agreement of merger, known to me personally to be such, and he the said W. R. Bond as such president duly executed said agreement of merger before me and acknowledged said agreement of merger to be the act, deed and agreement of said Woodward Iron Company, that the signatures of the said president and the secretary of said corporation to said foregoing agreement of merger are in the handwriting of said president and secretary of said Woodward Iron Company and that the seal affixed to said agreement of merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

H. Louise McEniry
Notary Public

Notary Public, Jefferson County, Ala.
My commission expires Feb. 10, 1960.
Bonded by American Surety Co. of N. Y.

CERTIFICATE OF INCORPORATION

OF

WOODWARD IRON COMPANY

FIRST: The name of this corporation is WOODWARD IRON COMPANY.

SECOND: The location of its principal office in the State of Delaware is in the City of Wilmington, County of New Castle. The name and address of the agent therein and in charge thereof is The Corporation Trust Company, Number 100 West Tenth Street, Wilmington 99, Delaware.

THIRD: The objects and purposes for which and for any of which this corporation is formed are, to do any or all of the things herein set forth to the same extent as natural persons might or could do, viz:

(a) To acquire by purchase or otherwise, and to own, develop, improve, sell, lease, mortgage or otherwise dispose of real property or any interest of any kind or character in real property.

(b) To acquire by purchase or otherwise, and to own, open, develop, operate, maintain and mine or quarry from, coal mines, iron ore mines, stone quarries, or mines or quarries of any other materials, or mineral substance, and metals, including petroleum or oil and gas, from any land owned, leased, occupied or otherwise acquired by the Company; to acquire by purchase or otherwise and construct, maintain, operate, sell or otherwise dispose of, pipe lines or lines, appliances or constructions of any kind or character for storing or otherwise disposing of, or for delivering to consumers or others petroleum, oil and gas or minerals or mineral substance of any or all kinds; and to acquire by purchase or otherwise, and maintain and operate

EXHIBIT A

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machinery and appliances of any and all kinds necessary or deemed necessary for any or all of these purposes, and to sell or otherwise dispose of and deal in machinery and appliances of all kinds and character that may be used in connection with a mining or manufacturing business of any kind or character.

(c) To construct, acquire by purchase or otherwise, and maintain and operate, sell or otherwise dispose of cement plants, blast furnaces, or furnaces of any kind or character, coke ovens or plants of any kind or character for converting coal into coke, foundries, rolling mills, steel mills, rod mills, wire mills, or mills, plants or constructions of any kind or character for the manufacture of iron, steel or other metals, or for converting iron, steel or other metal into a manufactured product of any kind or character or into a finished product of any kind or character; to construct, acquire by purchase or otherwise, and maintain and operate, or sell or otherwise dispose of by-product plants of any and all kinds for the conservation of or refining or utilizing any by-product or substance produced at any plant or construction of any kind or character, including a plant or plants for generating electricity or heat, or for the manufacture of cement; to construct, acquire by purchase or otherwise and maintain and operate or sell, or otherwise dispose of, plants or constructions for purifying or refining oil, gas, petroleum or mineral substance of any kind; and to construct, acquire by purchase or otherwise and maintain and operate machinery, appliances and constructions of all kinds necessary or deemed necessary for any or all of these purposes, and to sell or otherwise dispose of and deal in machinery, appliances and

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constructions of all kinds and character that may be or be deemed to be of use for or in connection with any of these purposes.

(d) To construct, acquire by purchase or otherwise, and maintain and operate, sell or otherwise dispose of plants, factories, shops and warehouses for the manufacture of all types and kinds of pipe, pipe fittings, joints, valves, appliances and related articles of every kind and character; and to construct, acquire by purchase or otherwise and maintain and operate machinery, appliances and constructions of all kinds necessary or deemed necessary for any or all of these purposes, and to sell or otherwise dispose of and deal in machinery, appliances and constructions of all kinds and character that may be or be deemed to be of use for or in connection with any of these purposes.

(e) To carry on a general warehousing business; to receive for safekeeping or storage, goods, wares, merchandise and property of all kinds; to take charge of and perform the duty of paying freights, charges, duties on, bonding, receiving, landing, hauling, and transferring all such goods, wares, and merchandise; to insure or cause to be insured, the owner or owners thereof, against all loss by fire or water, whether in transit or in storage; to advance money upon any property in its custody, or upon bills of lading, receipts or certificates representing goods in storage elsewhere or in transit; to issue receipts or certificates for goods, wares or merchandise or property on the premises, or under the control of said corporation at the time of issuing such receipt or certificate; and to hold and improve such real estate as may be necessary in order conveniently and properly to conduct said business.

4.

(f) To construct, acquire by purchase or otherwise, and maintain and operate, sell or otherwise dispose of saw mills, planing mills, or mills or factories of any kind for the purpose of manufacturing wood or timber into lumber, or the manufacturing of any product from wood, or partly consisting of wood, iron, steel, copper, or other material; to construct, acquire by purchase, or otherwise, and maintain and operate, constructions, machinery and appliances of any and all kinds necessary or deemed necessary for any or all of these purposes; and to sell or otherwise dispose of and deal in machinery, appliances and constructions of all kinds and character that may be or be deemed to be of use for or in connection with any of these purposes.

(g) To acquire by purchase or otherwise, and to own, operate and maintain in connection with its mining and manufacturing business, stores for the sale of merchandise of all kinds and character; and to purchase or otherwise acquire and sell or otherwise dispose of goods, wares, and merchandise of all kinds and character.

(h) To lay off its land, or any part thereof, into town lots, or city lots; to develop, improve and beautify the same by construction of streets, betterments, improvements, buildings and constructions of whatever kind or character it may deem best; and to sell, lease or otherwise dispose of lots improved or unimproved upon such terms and conditions as it deems best.

(i) To establish, maintain and operate depots, stores, warehouses or yards for the storage and sale of any product manufactured by it, or owned or acquired by it, including, but without limitation, coal, iron ore or other minerals, or mineral substance, and all manufactured products.

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(j) To sell or otherwise dispose of any or all products manufactured or produced by it, including, but without limitation, coal, iron ore or other minerals, or mineral substance, petroleum, oil, gas, electricity and heat.

(k) To buy and sell, or otherwise deal or traffic in, produce or manufacture products from iron, steel, manganese, copper, stone, ore, coal, coke, wood, lumber, oil, petroleum, gas, or any other mineral or mineral substance, cement, clay, plastics, or any of the products thereof, or any product manufactured therefrom, or any and all articles consisting or partly consisting thereof.

(l) To acquire by purchase or otherwise the good will, all rights and property and assets of any person, firm, association, or corporation or any part thereof, and to pay for the same in cash, stocks, or bonds of this corporation, or to pay for the same in part with cash, stocks, or bonds of this corporation, or otherwise upon such terms and conditions as this corporation may see fit.

(m) To acquire by purchase, subscription or otherwise, and to hold, sell, or dispose of stock, bonds or any other obligations of any corporation.

(n) To acquire and hold for investment, or otherwise use, sell or dispose of any stocks, bonds, or obligations of any corporation; and while owner of any such stocks, bonds or other obligations, to exercise all the rights, powers and privileges of ownership thereof, and to exercise any and all voting powers thereon.

(o) To manufacture, purchase, or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, deal in and deal with

6.

goods, wares and merchandise, and real and personal property of every class and description, including lands, buildings, business concerns, undertakings, mortgages, shares, stocks, securities, concessions, produce, policies, book debts, and claims and any interest in real or personal property, and any claims against such property or against any person or corporation, and to carry on any business concern or undertaking so acquired, and to lend money upon security or without security.

(p) To apply for, obtain, register, purchase, lease or otherwise acquire and hold, use, operate, introduce, or sell, assign, or otherwise dispose of letters patent of the United States, or any foreign country, patents, patent rights, trade mark, trade name, invention, improvement, or process relating to or useful in connection with any business of this corporation secured under letters patent of the United States, or elsewhere, or otherwise; and to use, exercise, grant, license in respect to, or otherwise turn to account any such trade mark, patent, license, process, and the like, or any such property or rights.

(q) To enter into, make, perform, and carry out contracts of every kind for any lawful purposes, without limit as to amount, with any person, firm, association or corporation.

(r) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, warehouse or storage receipts, or any other negotiable or transferable instruments.

(s) To issue bonds or obligations of this corporation from time to time for any of the objects or purposes of

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the corporation, and to secure the same by mortgage, pledge, deed of trust, or otherwise on the property or any portion of the property or assets, or any portion of the assets of this corporation.

(t) To purchase, hold, and re-issue the shares of its capital stock.

(u) To have one or more offices, to carry on all or any of its operations and business without restriction or limit as to amount, and to exercise any or all of the powers or purposes of this corporation in any of the states, districts, territories or colonies of the United States, and any foreign countries, subject to the laws of such state, district, territory, colony or country.

(v) To construct, acquire by purchase or otherwise, and operate and maintain in any of the states, districts, territories, or colonies of the United States, and in any foreign country, subject to the laws of such state, district, territory, colony, or country (where it owns or operates or desires or intends to own or operate any mining, manufacturing or other plants or works), railways, tramways, canals, aqueducts, tunnels, underground passages or roads; to transport as common or contract carriers or for its own account, freight and passengers on any railroads or other roads or any canal or aqueducts, constructed or purchased or otherwise acquired by it, taking reasonable compensation therefor, and to exercise all of the rights, powers and privileges in regard thereto which it may lawfully exercise under the laws of the state, district, territory, or colony or foreign country wherein such construction is located.

8.

(w) To construct or acquire by purchase, or otherwise own, operate and maintain barges, barge lines, boats, boat lines, steamships or other vessels for use in connection with its mining and manufacturing businesses in transporting raw material or other material, merchandise, or supplies to or from its plant or plants, and for transporting to or from a market, its manufactured product or raw material in or through any of the states, districts, territories, or colonies of the United States and in foreign countries, subject, however, to the laws of such state, district, territory, colony or country wherein such operations are carried on.

(x) To exercise the right of eminent domain in any of the states, districts, territories, or colonies of the United States and any foreign country, subject to the laws of such state, district, territory, colony, or country, wherein it has or desires or intends to have a plant or plants.

(y) To construct, acquire by purchase, or otherwise, and operate and maintain in any of the states, districts, territories, or colonies of the United States and in any foreign country, subject to the laws of such state, district, territory, colony or country (where it owns or operates or desires or intends to own or operate any mining or manufacturing plant or works), power plants for the generation of electricity by water power or otherwise, or plants for the generation of heat; and to sell and deliver, electricity and heat to consumers; and to construct all such lines as is necessary for such delivery; and to purchase or otherwise acquire water power and all the incidents thereto, and the same to develop.

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(z) To exercise in any state, district, territory, or colony of the United States (except the State of Delaware) and in any foreign country where it owns a plant or plants or carries on business, all the rights, powers and privileges conferred upon it as a foreign mining and manufacturing corporation by the laws of such state, district, territory, colony or foreign country.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise and to have and to exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to.

FOURTH: (a) The total authorized capital of this corporation is Twenty-nine Million Dollars (\$29,000,000), divided into Twenty-three Thousand (23,000) shares of One Hundred Dollar (\$100) par value 6% cumulative preferred stock and Two Million Six Hundred Seventy Thousand (2,670,000) shares of Ten Dollar (\$10) par value common stock. The distinguishing preferences, rights, privileges and restrictions of each class of said stock are as follows:

(1) Preferred Stock: The preferred stock shall consist of one series and shall be issued by the Board of Directors, without action of the stockholders, for such consideration and upon such terms as the Directors in their discretion may determine to be in the interest of the

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corporation. The holders of the preferred stock shall be entitled to receive out of surplus or net profit of the corporation dividends when and as declared by the Directors, payable at such periods as shall be fixed by them, at the rate of Six Dollars (\$6.00) per share per annum, and no more, before any dividends shall be paid or set apart for payment upon the common stock, which dividends shall be cumulative. Upon any liquidation or dissolution of the corporation, voluntary or involuntary, the holders shall be entitled to be paid the par value of One Hundred Dollars (\$100) plus the amount of any unpaid accrued dividends before any amount shall be paid to the holders of the common stock. That whole number of shares equal to or next higher than one-third ($1/3$) of the holdings of each stockholder of record may be called for redemption, at the option of the corporation, at any time after the end of five (5) years and up to ten (10) years from the date of original issue of said preferred stock at a price of One Hundred Thirty Dollars (\$130) per share plus unpaid accrued dividends. At any time after the end of ten (10) years and up to fifteen (15) years from the date of original issue, that whole number of shares equal to or next higher than two-thirds ($2/3$) of the holdings of each stockholder, less the number of shares previously redeemed from such shareholder (if any), may be called for redemption at the option of the corporation at a price of One Hundred Twenty-five Dollars (\$125) plus unpaid accrued dividends. At any time after fifteen (15) years from the date of original issue, all or any part of the then outstanding preferred stock in whole shares may be called for redemption at the option of the corporation at a price of One

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Hundred Twenty Dollars (\$120) plus unpaid accrued dividends. For this purpose the date of original issue shall be the earliest date on which any shares of this stock were issued to any shareholder by the corporation. Within the limitations above stated, the number of shares of preferred stock to be redeemed and the names of the holder or holders thereof shall be determined by the Board of Directors in their discretion. Notice of the number of shares to be called and the call date (which shall be not less than ten (10) days after the date of the notice) shall be given by registered or certified mail by the corporation to each holder of record of shares to be redeemed. From and after the call date so specified, the stock to be redeemed shall cease to be entitled to any dividends, interest or right in the corporation other than redemption at the price specified. The holders of said preferred stock shall have no voting power as to any matter except during such period or periods of time during which the cumulative dividends on said stock shall be more than twelve (12) months in arrears. So long as such dividends are and remain more than twelve (12) months in arrears, the holders of preferred stock shall have one vote for each share of stock registered in their names respectively in the same manner as holders of common stock.

(11) Common Stock: The common stock shall be of one series fully participating subject to the prior rights of the holders of the preferred stock and, except to the extent provided with respect to the preferred stock, shall have sole voting rights on all corporate matters equal to one vote for each share. The Board of Directors shall have the power to issue the common stock from time to time

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for such consideration as they in their discretion may determine to be in the interest of the corporation. Subject to the prior rights of the holders of preferred stock, and restrictions imposed by law, the Board of Directors may from time to time declare and pay dividends on the common stock in such amounts and out of such assets or property and in such manner as they may determine in their discretion to be in the interest of the corporation.

(b) No stockholder of the corporation shall have a pre-emptive right to subscribe to any or all additional issues of stock of the corporation of any or all classes.

(c) The stockholders of the corporation entitled to vote shall not have the right to elect directors by cumulative voting.

(d) The Board of Directors may by resolution provide for the issuance of additional stock of the same or different classes and may specify the rights, privileges and preferences of such stock.

FIFTH: The minimum amount of capital with which the corporation will commence business is Eighteen Hundred Dollars (\$1800).

SIXTH: The names and places of residence of each of the original subscribers to the capital stock and the number of shares subscribed for by each are as follows:

<u>Name</u>	<u>Residence</u>	<u>No. of Shares</u>
E. E. McWhiney	Wilmington, Delaware	9
Robert Jemison, Jr.	Birmingham, Alabama	3
R. H. Baugh	Birmingham, Alabama	3
T. H. Benners	Birmingham, Alabama	<u>3</u>
		18

13.

SEVENTH: This corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

1. To make, alter or repeal the by-laws of the corporation.
2. To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.
3. To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish or alter such reserve in the manner in which it was created.
4. By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution or in the by-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

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5. When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

6. The corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

TENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting

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of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

ELEVENTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings, and to have one or more offices within or without the State of Delaware, and to keep the books of this corporation (subject to the provisions of the statutes), outside of the State of Delaware at such places as may be from time to time designated by the Board of Directors.

TWELFTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THIRTEENTH: The corporation shall indemnify and hold harmless each Director now or hereafter serving the corporation against reasonable expenses actually and necessarily incurred by him in connection with the defense (or settlement

16.

approved by the corporation) of any claim (not pressed by the corporation), or any action, suit or proceeding against him or in which he is made a party, by reason of his being or having been a director of the corporation, except in relation to matters in which he shall be adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as such director. Such right of indemnity shall not be deemed exclusive of any other rights to which such director may be entitled under any statute, rule of law, other by-law, agreement, vote of stockholders or directors, or otherwise. Nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse any officer or director in any proper case even though not specifically provided for herein.

WE, THE UNDERSIGNED, being each of the original subscribers to the capital stock hereinbefore named for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of an Act of the Legislature of the State of Delaware, entitled, "An Act Providing a General Corporation Law" (approved March 10th, 1899), and the acts amendatory thereof and supplemental thereto, do make and file this certificate, hereby declaring and certifying that the facts herein stated are true, and do respectively agree to take the number of shares of stock hereinbefore set forth, and accordingly have hereunto set our hands and seals, this 7th day of November, 1911.

In presence of
E. J. SAWYER
ETHEL M. WARE
LAMBERT J. FOULK
AS TO
E. E. McWHINEY

ROBERT JEMISON, JR.	(SEAL)
R. H. BAUGH	(SEAL)
T. H. BENNERS	(SEAL)
E. E. McWHINEY	(SEAL)

17.

STATE OF ALABAMA)

JEFFERSON COUNTY)

BE IT REMEMBERED That on this 7th day of November, 1911, personally came before me, Ethel M. Ware, a Notary Public in and for said County, in the State of Alabama, ROBERT JEMISON, JR., R. H. BAUGH, and T. H. BENNERS, parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

ETHEL M. WARE
Notary Public

ETHEL M. WARE
NOTARY PUBLIC SEAL
JEFFERSON CO. ALA.

18.

STATE OF DELAWARE)

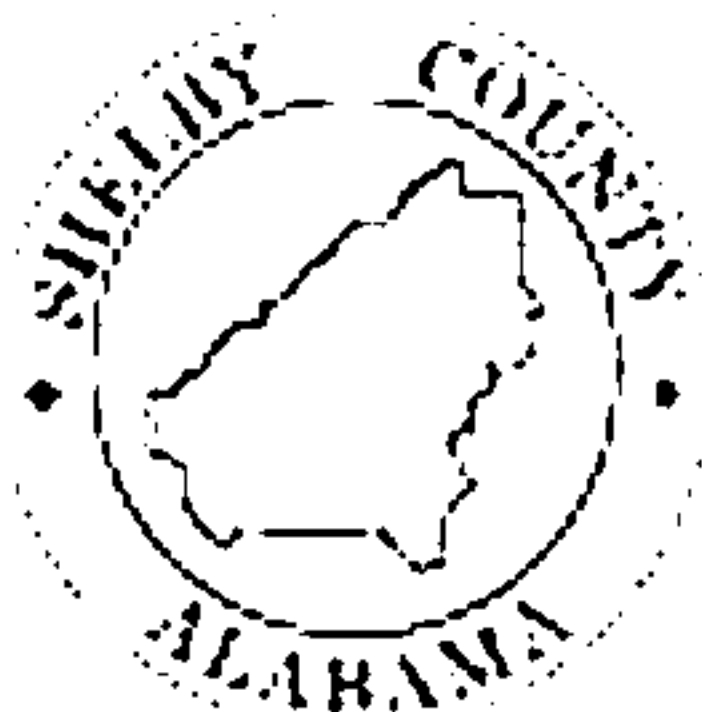
COUNTY OF NEW CASTLE)

BE IT REMEMBERED That on this 13th day of November, 1911, personally came before me, LAMBERT J. FOULK, a Notary Public in and for said County in the State of Delaware, E. E. McWHINEY, one of the parties to the foregoing certificate of incorporation, known to me personally to be such, and acknowledged the said certificate to be his act and deed and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

LAMBERT J. FOULK
Notary Public

LAMBERT J. FOULK
NOTARY PUBLIC
APPOINTED APRIL 18th, 1908
FOR FOUR YEARS
DELAWARE.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl