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**MERGER OR SHARE EXCHANGE  
HALLIBURTON ENERGY SERVICES, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$68.75

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Help

Certificate of Merger

FOR

Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, entity type, and jurisdiction for the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Professional Wireline Rentals, LLC	Florida	Limited Liability Company

**SECOND:** The exact name, entity type, and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Halliburton Energy Services, Inc.	Delaware	Corporation

**THIRD:** The attached Agreement and Plan of Merger was approved by the domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached Agreement and Plan of Merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** The effective date of the merger is January 31, 2012.

**SIXTH:** The surviving party is not incorporated under the laws of Florida and survivor's principal office address is as follows:

2101 City West Blvd  
Houston, Texas 77042

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any member with appraisal rights the amount, to which such members are entitled under ss. 608.4351-608.4359, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

- a.) Lists the following streets and mailing address of an office, which the Florida Department of State may use for the purpose of s. 48.181, F.S., are as follows:


- b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss. 608.4351-608.43595, Florida Statutes.

**NINTH:** Signature for each party:

**Professional Wireline Rentals, LLC**

By:   
Christian A. Garcia  
Senior Vice President & Treasurer

**Halliburton Energy Services, Inc.**

By:   
James W. Ferguson  
Senior Vice President & Deputy General Counsel

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12 JAN 30 AM 11:55

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into in Harris County, Texas between Halliburton Energy Services, Inc., a Delaware corporation (the "Surviving Company") and Professional Wireline Rentals, LLC, a Florida limited liability company (the "Acquired Company").

WHEREAS, the Acquired Company is authorized to issue 1,000 shares of common stock, par value \$1.00 per share ("PWR Common Stock"). Acquired Company currently has 1,000 shares of common stock issued and outstanding, each of which is entitled to one vote and all of which is held by Surviving Company.

WHEREAS, the Surviving Company is authorized to issue 1,000 shares of common stock, par value \$1.00 per share. Surviving Company currently has 1,000 shares of common stock issued and outstanding, each of which is entitled to one vote and all of which is held by Halliburton Company, a Delaware corporation.

WHEREAS, the sole member of Acquired Company adopted resolutions approving the merger of Acquired Company with and into Surviving Company, with Surviving Company being the surviving entity (the "Merger"), upon the terms and conditions hereinafter set forth, approving this Agreement and Plan of Merger (the "Agreement").

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, in hand paid by each to the other, the Surviving Company and the Acquired Company hereby agree as follows:

1. The Acquired Company shall be merged with and into Surviving Company. The Surviving Company shall be the surviving entity.
2. The Merger shall be effective on January 31, 2012. (the "Effective Time").
3. From and after the Effective Time the Surviving Company shall possess all of the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Acquired Company.
4. The Articles of Incorporation of the Surviving Company in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Company until amended in accordance with applicable law. From and after the Effective Time, PWR Common Stock shall be cancelled and extinguished without conversion thereof.
5. The By-Laws of Surviving Company in effect at the Effective Time shall be the By-Laws of the Surviving Company until amended in accordance with applicable law.
6. From and after the Effective Time, until their successors are duly elected or appointed and qualified in accordance with applicable law, (i) the board of directors of Surviving Company at the Effective Time shall be the board of directors of the Surviving Company, and (ii) the officers of Surviving Company at the Effective Time shall be the officers of the Surviving Company.
7. The parties each warrant to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within their corporate powers and have been duly authorized by all necessary corporate action.

8. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by:

- (a) mutual written agreement of the parties; or
- (b) either the Acquired Company or the Surviving Company upon written notice to the other party.

If this Agreement is terminated, it shall become void and of no effect with no liability on the part of any party hereto.

9. No provision of this Agreement shall be amended or waived prior to the Effective Time unless such amendment or waiver is executed by a duly authorized officer of each party.

10. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas.

11. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall be in no way affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the parties.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed by their respective duly authorized officers effective as of the Effective Time.

**Halliburton Energy Services, Inc.**

\_\_\_\_\_  
James W. Ferguson  
Senior Vice President & Deputy General Counsel

**Professional Wireline Rentals, LLC**

\_\_\_\_\_  
Christian A. Garcia  
Senior Vice President & Treasurer