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DEC 01 2008

OREGON
SECRETARY OF STATE

ARTICLES OF MERGER

OF

UNITED RENTALS NORTHWEST, INC.

(an Oregon corporation)

#083917-16

AND

UNITED EQUIPMENT RENTALS GULF, L.P.

(a Texas limited partnership)

Pursuant to the provisions of Section 60.481 and 60.501 of the Oregon Business Corporation Act of the State of Oregon (the "OBCA"), United Rentals Northwest, Inc., a business corporation of the State of Oregon ("URNW") and United Equipment Rentals Gulf, L.P., a limited partnership organized under the laws of the State of Texas ("UERG") hereby execute and adopt the following Articles of Merger as of this 1st day of December, 2008 and certify as follows:

1. UERG shall hereby be merged with and into URNW, and URNW shall be the surviving corporation. The Certificate of Incorporation of URNW will be the Certificate of Incorporation of the surviving corporation.

2. Approval of the shareholder of URNW is not required.

3. URNW is the general partner and sole limited partner of UERG, and URNW has executed a written consent approving and adopting the Agreement and Plan of Merger between URNW and UERG (the "Agreement and Plan of Merger"), a copy of which is attached hereto as Exhibit A.

4. The Agreement and Plan of Merger has been duly adopted, acknowledged and approved by a consent in writing signed by the general partner and sole limited partner of UERG in accordance with Section 2.11 of the Texas Revised Limited Partnership Act; and

5. These Articles may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

UNITED RENTALS NORTHWEST, INC.



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IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be signed by their duly authorized officers, each of whom affirms, under penalty of perjury, that the facts stated herein are true as of the day and year first written above.

UNITED RENTALS NORTHWEST, INC.

By: 

Name: Michael J. Kneeland

Title: Director, President

UNITED EQUIPMENT RENTALS GULF,
L.P.

By: United Rentals Northwest, Inc., its
general partner

By: 

Name: Michael J. Kneeland

Title: Director, President

Exhibit A

AGREEMENT OF MERGER

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 1, 2008 (this "Agreement"), by and between United Rentals Northwest, Inc., an Oregon corporation ("URNW"), and United Equipment Rentals Gulf, L.P., a Texas limited partnership ("UERG").

WITNESSETH:

WHEREAS, pursuant Section 2.11 of the Texas Revised Limited Partnership Act (the "TRLPA") and Sections 60.481, 60.487 and 60.501 of the Oregon Business Corporation Act (the "OBCA"), a Texas limited partnership may be merged with and into an Oregon corporation; and

WHEREAS, URNW, in its capacity as the sole general partner (the "GP") of UERG and the sole limited partner (the "LP") of UERG has determined that it is advisable and in the best interest of UERG to merge with and into URNW in accordance with the provisions of the OBCA and the TRLPA, upon the terms and conditions hereinafter set forth (the "Merger") and has adopted and approved this Agreement and the transactions contemplated hereby; and

WHEREAS, Board of Directors of URNW has determined that it is advisable and in the best interests of URNW to effect the Merger and to enter into this Agreement and has adopted and approved this Agreement and the transactions contemplated hereby;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.1 *Merger.* Subject to the terms of this Agreement, UERG shall be merged with and into URNW in accordance with provisions of the OBCA and the TRLPA. From and after the Effective Date (as defined below), the separate corporate existence of UERG (sometimes hereinafter referred to as the "Terminating LP") shall cease and URNW (sometimes hereinafter referred to as the "Surviving Corporation") shall continue as the surviving corporation, and shall succeed to and assume all of the assets, rights, interests, powers, properties, debts, liabilities and obligations of UERG.

1.2 *Effective Date.* The Merger shall become effective as of the date on which the articles of merger ("Articles of Merger") are filed with the Secretary of State of the State of Oregon, or at such later time as is specified in the Articles of Merger (the "Effective Date").

1.3 *Articles of Incorporation and Bylaws.* The articles of incorporation of URNW (the "Articles of Incorporation") shall be the articles of incorporation of the Surviving Corporation after the Effective Date, until thereafter changed or amended as provided therein or by applicable law. The bylaws of URNW (the "Bylaws") shall be the bylaws of the Surviving Corporation after the Effective Date, until thereafter changed or amended as provided therein or by applicable law.

1.4 *Directors and Officers.* The directors and officers of URNW at the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation after the Effective Date, until expiration of their current terms as such, or prior resignation, removal or death, subject to the Articles of Incorporation and the Bylaws.

1.5 *Approvals.* This Agreement was approved and adopted as of December 1, 2008 by URNW, the sole GP of UERG and the sole LP of UERG by written consent of the GP and the LP adopted on that date pursuant to Sections 12.2 and 13.1 of the UERG Agreement of Limited Partnership. This Agreement was approved and adopted as of December 1, 2008 by the Board of Directors of URNW by written consent adopted on that date pursuant to Sections 60.341 and 60.481 of the OBCA.

1.6 *Necessary Acts.* UERG, LP and URNW agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Texas and State of Oregon, respectively, and that they will cause to be performed all necessary acts within the respective States and elsewhere, to effectuate the Merger.

ARTICLE II

CANCELLATION OF LIMITED PARTNERSHIP INTERESTS

As of the Effective Date, by virtue of the Merger and without any action on the part of UERG, URNW or any other person, the limited partnership interests, all of which are owned by URNW shall be cancelled and shall cease to exist.

ARTICLE III

ASSUMPTION OF ACTS, RIGHTS AND OBLIGATIONS

All corporate acts, plans, policies, rights, interests, powers, privileges, agreements, contracts, debts, liabilities, obligations, arrangements, approvals and authorizations of UERG, which were valid and effective immediately prior to the Effective Date, shall be deemed for all purposes to be the acts, plans, policies, rights, interests, powers, privileges, properties, assets, agreements, contracts, debts, liabilities, obligations, arrangements, approvals and authorizations of URNW and shall be as effective and binding on URNW as the same were with respect to UERG.

ARTICLE IV

MISCELLANEOUS

4.1 *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.2 *Headings.* The headings set forth herein are inserted for convenience and reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above.

UNITED RENTALS NORTHWEST, INC.

By: 

Name: Michael J. Kneeland
Title: President, Director

UNITED EQUIPMENT RENTALS GULF, L.P.

By: United Rentals Northwest, Inc.,
its general partner

By: 

Name: Michael J. Kneeland
Title: President, Director