

H436096

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Stark Truss Company, Inc.

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*Richard
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December 26, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

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REF: H06000301154

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P.O BOX 6327 -- Tallahassee, Florida 32314

2006 DEC 26 PH 12: 24

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

EFFECTIVE DATE
01-01-07

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Stark Truss Company, Inc.</u>	<u>Ohio</u>	<u>376549</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Stark Truss Fla., Inc.</u>	<u>Florida</u>	<u>H43696</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 1/1/07 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 12/22/06 and shareholder approval was not required.

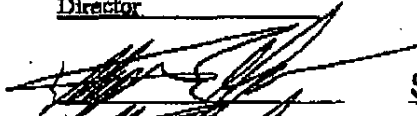
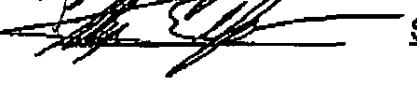
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 12/22/06 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Stark Truss Company, Inc.</u>		<u>Stephen E. Yoder, President</u>
<u>Stark Truss Fla., Inc.</u>		<u>Stephen E. Yoder, Vice President</u>
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If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

EXHIBIT A _____

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is made effective this 1st day of January 2007, by and between STARK TRUSS COMPANY, INC., an Ohio corporation (hereinafter referred to as "Stark Truss"), and STARK TRUSS FLA., INC., a Florida corporation (hereinafter referred to as "Stark Truss Fla."), said corporations being sometimes hereinafter collectively referred to as "the Constituent Companies."

WITNESSETH:

WHEREAS, Stark Truss Fla. is a Florida corporation; and

WHEREAS, Stark Truss Fla. is a wholly owned subsidiary of Stark Truss; and

WHEREAS, the Board of Directors of the Constituent Companies deem it advisable that Stark Truss Fla. be merged, under the laws of the State of Ohio in the manner provided therefor pursuant to §1701.78 and 1701.80 *et seq.* of the Ohio Revised Code and other laws of Florida provided therefor pursuant to Florida Statutes Sections 607.1101 to 607.1105, *et seq.* into Stark Truss (the "Surviving Corporation"); and

WHEREAS, this Agreement of Merger and the merger of Stark Truss Fla. into the Surviving Corporation is intended to qualify as a tax free transaction under § 332 of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and promises herein contained, the Constituent Companies have agreed, and do hereby agree, to merge upon the terms and conditions stated below:

ARTICLE 1

MERGER; CLOSING

1.1 **Merger.** Each of the Constituent Companies exists under the laws of the State of Florida. The Constituent Companies hereby agree that Stark Truss Fla. shall be merged into the Surviving Corporation. The parties desire for the transaction to be structured as a tax free transaction under § 332 of the Internal Revenue Code. The name of the Surviving Corporation shall be Stark Truss Company, Inc. Since the sole Shareholder of Stark Truss Fla. is the Surviving Corporation, no additional shares of the Surviving Corporation need to be issued or distributed to the Shareholder of Stark Truss Fla. to effect the merger. Each share of stock of Stark Truss Fla. issued and outstanding on the Closing Date will be cancelled and retired and cease to exist.

1.2 **Closing.** The Closing will take place at the offices of Stark Truss, 109 Miles Avenue, S.W., Canton, Ohio 44710, or at such other place as the parties shall mutually agree, concurrently with the execution and delivery of this Agreement or at such other time as the parties shall mutually agree ("Closing" or "Closing Date").

1.3 Transfers at Closing. On the Closing Date, Stark Truss Fla. will deliver to Surviving Corporation the various certificates, instruments and documents referred to herein, and Surviving Corporation will deliver to Stark Truss Fla. various certificates, instruments and documents referred to herein. In addition, the Constituent Companies will cause a Certificate of Merger to be filed with the Secretary of State of the State of Florida in form attached as Exhibit A, and the Articles of Merger to be filed with the Florida Department of State in form attached as Exhibit B, on or prior to the Closing Date.

1.4 General Effect of Merger. The merger shall have the effect set forth under Ohio General Corporation Law and Florida General Corporation Law. Effective upon Closing, the Articles of Incorporation and Code of Regulations of Stark Truss shall be the Articles of Incorporation and Code of Regulations of Surviving Corporation. Surviving Corporation may, at any time after the Closing Date, take any action, including executing and delivering any document, in name on behalf of either Surviving Corporation, or Stark Truss Fla. in order to carry out and effectuate transactions contemplated by this Agreement.

1.5 Principal Office. The principal office of Surviving Corporation shall be the principal office of Stark Truss.

1.6 Deliveries at Closing

(a) Deliveries by Stark Truss Fla. At the Closing, Stark Truss Fla. shall deliver to Surviving Corporation:

(i) Certificates representing all of the share certificates of Stark Truss Fla., each certificate duly and validly endorsed, or accompanied by a separate stock power duly and validly executed by Stark Truss Fla. and otherwise sufficient to vest in Surviving Corporation good and marketable title to such shares of stock in Stark Truss Fla.; and

(ii) All of the books, records, accounts, records and books, and all contracts and agreements of Stark Truss Fla.;

(iii) The resolutions of the Directors of Stark Truss Fla. approving all of the transactions set forth herein;

(iv) Copies of Stark Truss Fla.'s articles of incorporation, including all amendments thereto, and copies of any certificates or registrations from the Secretary of State or other appropriate official in each jurisdiction in which Stark Truss Fla. is qualified, licensed or admitted to do business to the effect that Stark Truss Fla. is duly qualified or admitted and in good standing in such jurisdiction; and

(v) All other previously undelivered documents required to be delivered by Stark Truss Fla. to Surviving Corporation at or prior to Closing in connection with the transactions contemplated hereby.

(b) Deliveries by Surviving Corporation. At Closing, Surviving Corporation shall deliver to Stark Truss Fla. or its member, as the case may be, such documents required to be delivered hereunder in connection with the transactions contemplated hereby.

ARTICLE 2

MISCELLANEOUS

2.1 **Notices.** All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile against facsimile confirmation or mailed by prepaid first class certified mail, return receipt requested, or mailed by overnight courier prepaid to the parties at the last know address of the party to whom notice is being given.

2.2 **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

2.3 **Expenses.** Unless otherwise agreed, each of the parties shall be responsible for their expenses in connection with the negotiation, execution and delivery of this Agreement.

2.4 **Further Assurances; Post-Closing Cooperation.** At any time or from time to time after the Closing, the parties shall execute and deliver to each other such other documents and instruments, provide such materials and information and take such other actions as the other party may reasonably request to consummate the transactions contemplated by this Agreement and otherwise to cause the parties to fulfill their obligations under this Agreement.

2.5 **Waiver.** Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

2.6 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by all parties.

2.7 **Third Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights.

2.8 **No Assignment; Binding.** Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by either party without the prior written consent of the other party and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

2.9 **Headings.** The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

