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MERGER OR SHARE EXCHANGE

CMS Holding Company

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Mergers
@ 11.30.04

ARTICLES OF MERGER (Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
CMS Holding Company	Georgia	N/A

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
CMS International Export, Inc.	Florida	P99000065038

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 11 / 30 / 2004 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 November 22, 2004 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 November 22, 2004 and shareholder approval was not required.

(Attach additional sheets if necessary)

Exhibit A

**PLAN OF MERGER
MERCING
CMS INTERNATIONAL EXPORT, INC.
WITH AND INTO
CMS HOLDING COMPANY**

THIS PLAN OF MERGER (this "*Agreement*"), is entered into as of the 30th day of November, 2004, by and between CMS International Export, Inc., a Florida corporation ("*CMS International*"), and CMS Holding Company, a Georgia corporation ("*CMS Holding*" or the "*Surviving Corporation*").

RECITALS

1. CMS International has authorized common stock consisting of 10,000 shares, of which 100 shares are outstanding.
2. CMS Holding is the sole shareholder of all 100 shares of CMS International's aforementioned outstanding common stock.
3. The laws of the states of Florida and Georgia permit a merger between CMS International and CMS Holding.
4. The Boards of Directors of each of CMS Holding and CMS International have determined that it is advisable and in the best interests of each of CMS Holding and CMS International and their respective shareholders that CMS International be merged with and into CMS Holding on the terms and conditions set forth herein, and have adopted and approved the terms and conditions of this Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained and intending to be legally bound hereby, do hereby agree as follows:

SECTION 1. MERGER.

1.1 On November 30, 2004, or such other date as the parties mutually agree (the "*Effective Date*"), CMS International shall be merged with and into CMS Holding, and CMS Holding shall continue in existence and the merger shall in all respects have the effect provided for in the Florida Business Corporation Act (the "*FBCA*") and the Official Code of Georgia Annotated (collectively with the FBCA, the "*Acts*").

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of CMS International shall cease, the title to all real estate and other property owned by CMS International and CMS Holding shall be vested in the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall have all liabilities of each of CMS International and CMS Holding.

1.3 Prior to, on and after the Effective Date, each of CMS International and CMS Holding shall take all such action as shall be necessary or appropriate in order to effectuate the merger, including without limitation filing and recording the Articles of Merger and Certificate of Merger incorporating the terms of this Agreement in accordance with the Acts. CMS Holding, as the sole shareholder of CMS International, hereby approves of the merger and the adoption of this Agreement and hereby waives any rights to notice, waiting periods or similar rights in connection with the transactions contemplated hereby.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Corporation title to any property or rights of CMS International or to carry out the purposes of this Agreement, the last acting officers of CMS International, or the officers of the Surviving Corporation, are authorized to and shall execute, deliver, file and record any and all instruments and documents, and make all such proper assignments and assurances and take all actions, that are necessary or convenient to vest title in such property or rights in the Surviving Corporation, and to otherwise to carry out the purposes of this Agreement.

SECTION 2. TERMS OF TRANSACTION. Upon the Effective Date, each share of CMS International capital stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be canceled, and no consideration shall be paid with respect thereto.

SECTION 3. DIRECTORS AND OFFICERS. The persons who are directors and officers of CMS Holding immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

SECTION 4. ARTICLES OF INCORPORATION AND BYLAWS.

4.1 From and after the Effective Date, the Articles of Incorporation of CMS Holding, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the bylaws of CMS Holding, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the such counterparts together shall constitute one and the same instrument. Any photographic copy or facsimile of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

5.2 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and cancels and supersedes any and all agreements, contracts and understandings of any nature heretofore existing between the parties or any of their present or former officers, employees or other representatives with respect to said subject matter. There are no representations, warranties, covenants or undertakings between the parties with respect to said subject matter other than those expressly set forth herein.

5.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

CMS INTERNATIONAL EXPORT, INC.

CMS HOLDING COMPANY

By: Donald B. Young
Donald B. Young
Vice President

By: Donald B. Young
Donald B. Young
Vice President