## 105770

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Articles of Merger Filed 12-27-93, effective 12-31-93

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(Z)RULTION ĐẦNGEN ING. 1201 HATS STREET TALLARANCE, FL 42301 906-222-9171 FAX 904 222 0393



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division of Curpor II.

ACCOUNT NO. : 072100000032

REFERENCE :

AUTHORIZATION :

COST LIMIT :

ORDER DATE: December 27, 1993 -

8000000526849 <u></u>

ORDER TIME : 9:47 AM

ORDER NO. : 321460

CUSTOMER NO: 6843A

CUSTOMER: David Knight, Esq Hill Ward & Henderson

P. O. Box 2231 Tampa, FL 33602 EFFECTIVE DATE

ARTICLES OF MERGER

CH2M CALIFORNIA, INC.

INTO

CH2M HILL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS:

@ networks



## FLORIDA DEPARTMENT OF STATE Jim Smith Secretary of State

ARTICLES OF MERGER Merger Sheet

MERGING:

CH2M HILL CALIFORNIA, INC., a California corp. not qualified in Florida

INTO

CH2M HILL, INC., a Florida corporation, 165770

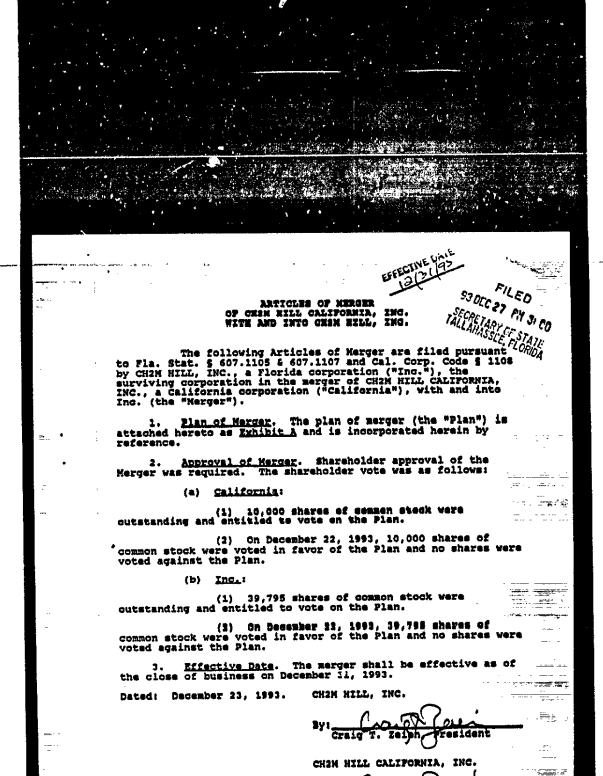
File date: December 27, 1993, effective December 31, 1993

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 122.50

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

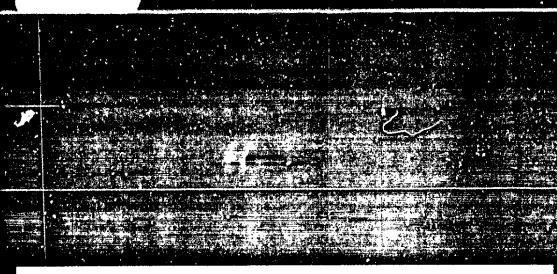


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salan, President



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CHIE BILL-CORP

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## AGREEMENT AND PLAN OF MERCIER

The following shall constitute the Agreement and Plan of Merger (the "Agreement") of:

CHZM HILL, INC., a Florida corporation,

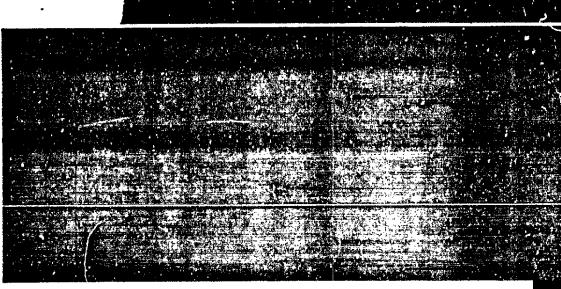
CH2M HILL NORTHWEST, INC., an Oregon corporation.

CH2M HILL CENTRAL, INC., an Oregon corporation,

CH2M HILL CALIFORNIA, INC., a California corporation,

- 1. Merger. Pursuant to the laws of the States of Florida, Oregon and California, and subject to and in accordance with the terms and conditions of this 'Agreement, CH2M HILL NORTHWEST, INC., CH2M HILL CENTRAL, INC. and CH2M HILL CALIFORNIA, INC. (collectively, the "Merging Corporations") each shall be merged with and into CH2M HILL, INC. (TNC\*), which shall be the surviving corporation. The currentling shares of capital stock of each of the Merging Corporations shall be converted into shares of the capital stock of INC, all as described in Section 4, in transactions intended to qualify as a tex-free reorganization under Section M68(a)(1)(A), Section 368 (a)(1)(D) and/or Section 332 of the Internal Revenue Code of 1986, as amended.
- 2. Execution and Filing of Articles of Merger. The Merging Corporations and INC shall execute Articles of Merger, which, together with any other instruments necessary to effect the merger of the Merging Corporations with and into INC (the "Merger"), shall be filed with the Secretary of State of the States of Florida, Oregun, and California. The Merger shall take effect at 11:59 p.m. on December 31, 1993 (the "Effective Time").
- 3. <u>Effort of Morgan.</u> At the Effective Time, each of the Merging Corporations shall be merged with and into INC in the manner and with the effect provided by the Florida Business Corporation Act, the and California General Corporation Law all as amended; the separate corporate existences of each of the Morging Corporations shall cease; and thereupon the Merging Corporations and INC shall be a single corporation subject to the Articles of

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CRIM BILL-CORP

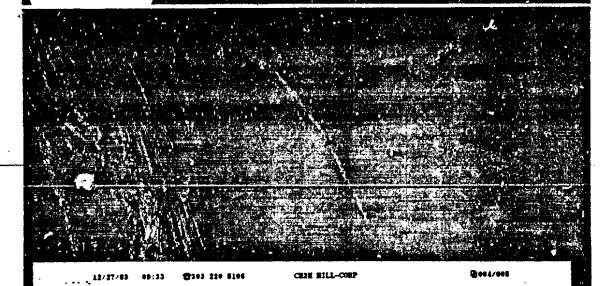
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Incorporation and Bylaws of INC. The directors and officers of INC shall continue to serve as the directors and officers of the unriving corporation, in accordance with the Articles of Inc operation and Bylaws of INC. The outstanding shares of capital stock of the Merging Cosperations shall be converted into shares of the capital stock of INC on the basis, terms and menditions described in <u>Section 4</u>.

- 4. <u>Conversion of Shares</u>. At the Effective Time, each share of Common Stock of the Merging Corporations issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without action by the holdars thereof, be converted automatically into one fully paid and nonassessable share of Common Stock of INC.
- consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in INC its right, title and interest in or to any of the rights, properties said assets of any of the Merging Corporations acquired or to be acquired by INC in connection with the Merger, or otherwise to carry out this Agreement, the officers and directors of INC are hereby authorized to execute and deliver, in the name and on behalf of any one of the Merging Corporations, as the case may be, all such deeds, bills of sale, susignments and excurse and to take said do, is the name and unbehalf of any one of the Merging Corporations, as the case may be, any other actions and things that may be necessary or desirable to vest, perfect or confirm all right, title and interest in and to those rights, properties and assets in INC or otherwise to carry out this Agreement.

## 6. Cleneral

- 6.1 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.
- 6.2 <u>Assignment</u>. This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.
- 6.3 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same instrument.
- 6.4 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of the laws that might otherwise govern under applicable principles of conflicts of law, except that



the provisions relating to the Merger shall also be governed by the merger provisions of the laws of the States of Oregon and California.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized officers of the parties hereto on the 17th day of December, 1993.

CRIM HILL, INC.

By: Craig T. Zidler President

By: McLana Fisher, Socretary

CHIM HILL NORTHWEST, INC.

By: Craig T. Zajen, Provident

By: McLane Pinher, Secretary

CHIM HILL CENTRAL, INC.

By: Craig T. Zelen Frikident

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CHEM HILL CALIFORNIA, INC.

McLane Fisher, Secretary