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SHUMAKER LOOP & KENDRICK

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Division of Corporations

Page 1 of 1

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MERGER OR SHARE EXCHANGE

CENTRAL MAINTENANCE AND WELDING INC.

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H09000081616 3

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SECRETARY OF STATE
TALLAHASSEE, FLORIDASTATE OF FLORIDA
ARTICLES OF MERGER

OF

BOYINGTON FILTER SERVICES, INC.
a Florida corporation

INTO

CENTRAL MAINTENANCE AND WELDING, INC.
a Florida corporation

Pursuant to Florida Statutes Section 607.1105, the undersigned corporations adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Central Maintenance and Welding, Inc., a Florida corporation ("Parent") on March 15, 2009 and by the Board of Directors of Boyington Filter Services, Inc., a wholly-owned subsidiary of Central Maintenance and Welding, Inc. ("Subsidiary"). The approvals of the wholly-owned Subsidiary's shareholders of and Parent's shareholders are not required.

SECOND: The Effective Date and Time of these Articles of Merger shall be upon filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 15 day of March 2009.

PARENT CORPORATION:

CENTRAL MAINTENANCE AND WELDING, INC.

By: Randall K. Coates

Randall K. Coates, Chief Operating Officer

SUBSIDIARY CORPORATION:

BOYINGTON FILTER SERVICES, INC.

By: Conrad H. Varnum
Conrad H. Varnum, President

H09000081616 3

H09000081616 3**EXHIBIT A****PLAN OF MERGER**

THIS PLAN OF MERGER, made and entered into as of this 15 day of March 2009, by and between Central Maintenance and Welding, Inc., a Florida corporation ("Parent"), and Boyington Filter Services, Inc., a Florida corporation ("Subsidiary").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida will not be affected in any manner by reason of the merger except as set forth herein.

WHEREAS, Parent owns 100% of the outstanding capital stock of Subsidiary.

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes, and the Board of Directors of Subsidiary has determined that it is advisable and in the best interests of Subsidiary that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I**THE MERGER**

1. The term "Effective Date" means the date of filing with the Florida Department of State.
2. On the Effective Date, (a) Subsidiary will be merged with and into Parent; (b) the separate existence of Subsidiary will cease at the Effective Date and the existence of Parent will continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent will continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choices in action belonging to Subsidiary will be taken and be deemed to be transferred to and vested in Parent and will be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary will not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but will vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary will be preserved unimpaired, limited to the property affected by such liens at the time of the Merger

H09000081616 3

H09000081616 3

becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary will thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Date, Parent will possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and will be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Florida Statutes.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent will, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

ARTICLE IV

APPROVAL

This Plan of Merger was adopted by the Board of Directors of Parent and by the Board of Directors of Subsidiary. The approvals of the Subsidiary's shareholders and Parent's shareholders are not required.

ARTICLE V

ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective will, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same are altered, amended or repealed.

ARTICLE VI

BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS

The Board of Directors, officers and shareholders of Parent in effect immediately prior to the time the Merger becomes effective, will, upon the Merger becoming effective, be and remain the Directors, officers and shareholders of Parent until the directors' and officers' successors are elected and qualified or the shareholders transfer their ownership in Parent.

H09000081616 3

H09000081616 3**ARTICLE VII****ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date will execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE VIII**AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan.

ARTICLE IX**TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent or of the Board of Directors of Subsidiary, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent or by resolution of the Board of Directors of Subsidiary. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there will be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

[SIGNATURES ON THE FOLLOWING PAGE]

H09000081616 3

H09000081616 3

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement the day and year first above written.

PARENT CORPORATION:

CENTRAL MAINTENANCE AND WELDING, INC.

By: *Randall K. Coates*

Randall K. Coates, Chief Operating Officer

SUBSIDIARY CORPORATION:

BOYINGTON FILTER SERVICES, INC.

By: *Conrad H. Varnum*

Conrad H. Varnum, President

H09000081616 3