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(Business Entity Name)

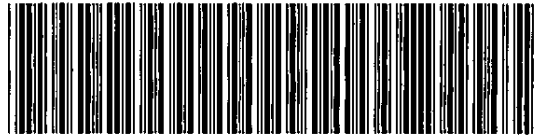
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

All exhibits Attached
(SP)

Office Use Only



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 MAY 21 PM 4:35

FILED

merger

SP 7/24



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 23, 2008

VANN K. PARROTT
VANN K. PARROTT, P.C.
P.O. BOX 933
QUITMAN, GA 31643

SUBJECT: BOSTON TRACTOR CO., INC.
Ref. Number: F08000002201

We have received your document for BOSTON TRACTOR CO., INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6901.

Susan Payne
Senior Section Administrator

Letter Number: 808A00032774

VANN K. PARROTT, P.C.

ATTORNEY AT LAW
301 NORTH COURT STREET
POST OFFICE BOX 933
QUITMAN, GEORGIA 31643

Telephone (229)263-8855
Facsimile (229)263-8812

vannkp@alltel.net

July 21, 2008

Division of Corporations
ATTN: Susan Payne
P.O. Box 6327
Tallahassee, FL 32314

RE: Boston Tractor Co., Inc. / Suwannee Tractor Holdings, Inc. merger

Dear Ms. Payne:

As you may recall, I originally filed this Merger using the form for section 607.1109. You returned my articles and suggested that I use section 607.1105. I am enclosing the corrected Articles of Merger for filing. I believe that the filing fee has been paid. If not, please let me know and I will send you a check. Please use the original filing date.

I am also enclosing an application for registration for a fictitious name along with a check for \$60.00. Thanks for your cooperation and direction in this matter.

Sincerely,



Vann K. Parrott

enclosures

7 Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Boston Tractor Co., Inc.

James M. Groover, Jr., President

~~Suwannee Tractor Holdings, Inc.~~

Timothy Hiers, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Boston Tractor Co., Inc.

Georgia

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Suwannee Tractor Holdings, Inc.

FL

Third: The terms and conditions of the merger are as follows:

1.1. On the Effective Date, Suwannee shall be merged with and into Boston, and Boston shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Georgia Business Corporation Code.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence Of Suwannee shall cease, and, in accordance with the terms of this Agreement, the title to all property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. 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 said corporation, according to the terms hereof, the title to any property or rights of Suwannee, the last acting officers of Suwannee, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached

(Attach additional sheets if necessary)

Fourth:

2.1. Upon the Effective Date, each share Of Suwannee Common 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 converted into .064 share[s] of Boston Common Stock, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation. See attached Exhibit "2.1" for a detail on the share conversion.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares Of Suwannee Common Stock (other than holders of Dissenting Shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the aggregate number of shares of Suwannee Common Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.