

F16567



**THE UNITED STATES
CORPORATION**
COMPANY

97 DEC 30 AM 10:52

ACCOUNT NO. : 072100000032

REFERENCE : 652415 10938A

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia Pizzit

ORDER DATE : December 30, 1997

ORDER TIME : 9:54 AM

ORDER NO. : 652415-005

EFFECTIVE DATE
12/31/97

CUSTOMER NO: 10938A

200002385782--2

CUSTOMER: J. Patrick Dyal, Esq
Rogers Morris And Ziegler
300 Victoria Park Centre
1401 East Broward Boulevard
Ft. Lauderdale, FL 33301

merger

ARTICLES OF MERGER

JOE E. CHAMBLISS, INC.

FILED
97 DEC 30 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

INTO

Name	<i>12/31/97</i>
SOUTH FLORIDA CEILING SYSTEMS, INC.	
Document	
Examiner	<i>DW</i>
Updater	
Update	
CERTIFIED COPY	<i>DW</i>
PLAIN STAMPED COPY	
Acknowledgement	<i>DW</i>
W.P. Verifier	<i>DW</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS: _____

F16567

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

JOE A. CHAMBLISS, INC., a Florida corporation 590619

,

INTO

SOUTH FLORIDA CEILING SYSTEMS, INC., a Florida corporation, F16567.

File date: December 30, 1997 , effective December 31, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00

EFFECTIVE DATE
12/31/97

97 DEC 30 PM 4:17
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
JOE A. CHAMBLISS, INC.
INTO
SOUTH FLORIDA CEILING SYSTEMS, INC.**

Pursuant to the provisions of Section 607.1101 of the Florida Statutes, the undersigned corporations, **JOE A. CHAMBLISS, INC.**, a Florida corporation, and **SOUTH FLORIDA CEILING SYSTEMS, INC.**, a Florida corporation, adopt the following Certificate of Merger for the purpose of merging **JOE A. CHAMBLISS, INC.** into **SOUTH FLORIDA CEILING SYSTEMS, INC.**

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of **JOE A. CHAMBLISS, INC.** into **SOUTH FLORIDA CEILING SYSTEMS, INC.** is attached to this Certificate as an exhibit.

ADOPTION OF PLAN

2.1 There are Five Thousand (5,000) shares of common stock, each of \$1.00 par value, of **SOUTH FLORIDA CEILING SYSTEMS, INC.** issued and outstanding, all of which are entitled to vote on the Plan of Merger. The Five Thousand (5,000) voting shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of **SOUTH FLORIDA CEILING SYSTEMS, INC.** held on December 21, 1997.

2.2 There are Three Thousand (3,000) shares of common stock, each of \$1.00 par value, of **JOE A. CHAMBLISS, INC.** issued and outstanding, all of which are entitled to vote on the Plan of Merger. The Three Thousand (3,000) voting shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of **JOE A. CHAMBLISS, INC.** held on December 21, 1997.

EFFECTIVE DATE

3. The Plan of merger shall be effective December 31, 1997.

FLORIDA LAW

4. The laws of the State of Florida, Statute 607.1101, etc., the jurisdiction of organization of **JOE A. CHAMBLISS, INC.** and **SOUTH FLORIDA CEILING SYSTEMS, INC.** permit the merger contemplated by the Plan of Merger, and the laws of the State of Florida, on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Florida, will have been complied with.

SERVICE OF PROCESS

5.(a) **SOUTH FLORIDA CEILING SYSTEMS, INC.** agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of **JOE A. CHAMBLISS, INC.** and in any proceeding for the enforcement of the rights of a dissenting shareholder of **JOE A. CHAMBLISS, INC.** against **SOUTH FLORIDA CEILING SYSTEMS, INC.**

(b) **SOUTH FLORIDA CEILING SYSTEMS, INC.** irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any proceeding with respect to those matters set forth in Subparagraph (a) above. The Secretary of State may forward a copy of process to **SOUTH FLORIDA CEILING SYSTEMS, INC.,** 280 NE 131ST ST Miami FL 33162

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate to be signed and sealed as of the 29th day of December, A.D., 1997.

JOE A. CHAMBLISS, INC.,
a Florida corporation

BY: 

JOE A. CHAMBLISS, President

**SOUTH FLORIDA CEILING
SYSTEMS, INC., a Florida
corporation**

BY: 

JOE A. CHAMBLISS, President

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF
JOE A. CHAMBLISS, INC.
WITH AND INTO
SOUTH FLORIDA CEILING SYSTEMS, INC.
UNDER THE NAME OF
SOUTH FLORIDA CEILING SYSTEMS, INC.**

This is a Plan and Agreement of Merger between **JOE A. CHAMBLISS, INC.** a Florida corporation, and **SOUTH FLORIDA CEILING SYSTEMS, INC.**, a Florida corporation.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **JOE A. CHAMBLISS, INC.** and **SOUTH FLORIDA CEILING SYSTEMS, INC.** pursuant to the provisions of Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the internal Revenue Code, is adopted as follows:

- (a) **JOE A. CHAMBLISS, INC.** shall be merged with and into **SOUTH FLORIDA CEILING SYSTEMS, INC.** to exist and be governed by the laws of the State of Florida.
- (b) The name of the surviving corporation shall be **SOUTH FLORIDA CEILING SYSTEMS, INC.**
- (c) When this Agreement shall become effective, the separate corporate existence of **SOUTH FLORIDA CEILING SYSTEMS, INC.** shall cease, and the surviving corporation shall succeed, without other transfer, to all the rights and property of **JOE A. CHAMBLISS, INC.** and shall be subject to all the debts and liabilities of the merging corporation in the same manner

as if the surviving corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The surviving corporation will carry on business with the assets of **JOE A. CHAMBLISS, INC.** as well as with the assets of **SOUTH FLORIDA CEILING SYSTEMS, INC.**

(e) The shareholders of **JOE A. CHAMBLISS, INC.** will surrender all of their shares in the manner hereinafter set forth.

(f) The shareholders of **SOUTH FLORIDA CEILING SYSTEMS, INC.** will retain their shares as shares of the surviving corporation.

(g) The Certificate of Incorporation of **SOUTH FLORIDA CEILING SYSTEMS, INC.**, as existing on the effective date of the merger, shall continue in full force as the Certificate of Incorporation of the surviving corporation until altered, amended or repealed, as provided in the Certificate or as provided by law.

Effective Date

1.02. The effective date of the merger shall be December 31, 1997.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES
OF CONSTITUENT CORPORATIONS**

Non-survivor

2.01 As a material inducement to the surviving corporation to execute this agreement and perform its obligations under this Agreement, **JOE A. CHAMBLISS, INC.** represents and warrants to the surviving corporation as follows:

(a) **JOE A. CHAMBLISS, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) **JOE A. CHAMBLISS, INC.** authorized Three Thousand (3,000) share of common stock, each of \$1.00 par value, of which Three Thousand (3,000) are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) All required federal, state and local tax returns of **JOE A. CHAMBLISS, INC.** have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to periods covered by the returns have been paid. **JOE A. CHAMBLISS, INC.** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement of **JOE A. CHAMBLISS, INC.** to execute this agreement and perform its obligations under this Agreement, **SOUTH FLORIDA CEILING SYSTEMS, INC.** represents and warrants to **JOE A. CHAMBLISS, INC.** as follows:

- (a) **SOUTH FLORIDA CEILING SYSTEMS, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate authority to own property and carry on its business as it is now being conducted.
- (b) **SOUTH FLORIDA CEILING SYSTEMS, INC.** has, as of the date of this Agreement, Five Thousand (5,000) shares of common stock validly issued and outstanding, fully paid and nonassessable, all of which are voting shares.

**ARTICLE 3. COVENANTS, ACTIONS AND OBLIGATIONS
PRIOR TO THE EFFECTIVE DATE**

Interim Conduct Of Business; Limitations

3.01. Except as limited by this Paragraph 3.01., pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of **SOUTH FLORIDA CEILING SYSTEMS, INC.**, pending consummation of the merger, **JOE A. CHAMBLISS, INC.** shall not:

- (a) Except on declaration and payment of a cash dividend on its common stock, declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrower money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders and Filing

3.02. This Agreement shall be submitted separately to the shareholders of the corporations in the manner provided by the laws of the State of Florida for approval.

**Conditions Precedent to Obligations of
JOE A. CHAMBLISS, INC.**

3.03. Except as may be expressly waived in writing by **JOE A. CHAMBLISS, INC.**, all of the obligations of **JOE A. CHAMBLISS, INC.** under this Agreement are subject to the satisfaction by **SOUTH FLORIDA CEILING SYSTEMS, INC.**, prior to or on the effective date of each of the following conditions:

- (a) The execution, the delivery and the performance of this Agreement by **SOUTH FLORIDA CEILING SYSTEMS, INC.** has been duly authorized and approved by requisite corporate action of **SOUTH FLORIDA CEILING SYSTEMS, INC.**
- (b) This Agreement and the instruments delivered to **JOE A. CHAMBLISS, INC.** under this Agreement have been duly and validly executed and delivered by **SOUTH FLORIDA CEILING SYSTEMS, INC.**

and constitute the valid and binding obligations of **SOUTH FLORIDA CEILING SYSTEMS, INC.** enforceable in accordance with their terms, except as limited by the laws of bankruptcy and insolvency.

**Conditions Precedent to Obligations of
SOUTH FLORIDA CEILING SYSTEMS, INC.**

3.04. Except as may be expressly waived in writing by **SOUTH FLORIDA CEILING SYSTEMS, INC.**, all of the obligations of **SOUTH FLORIDA CEILING SYSTEMS, INC.** under this Agreement are subject to the satisfaction by **JOE A. CHAMBLISS, INC.**, prior to or on the effective date of each of the following conditions:

- (a) The execution, the delivery and the performance of this Agreement by **JOE A. CHAMBLISS, INC.** has been duly authorized and approved by requisite corporate action of **JOE A. CHAMBLISS, INC.**
- (b) This Agreement and the instruments delivered to **SOUTH FLORIDA CEILING SYSTEMS, INC.** under this Agreement have been duly and validly executed and delivered by **JOE A. CHAMBLISS, INC.** and constitute the valid and binding obligations of **JOE A. CHAMBLISS, INC.** enforceable in accordance with their terms, except as limited by the laws of bankruptcy and insolvency.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of **JOE A. CHAMBLISS, INC.** shall surrender their shares to the Secretary of **SOUTH FLORIDA CEILING SYSTEMS, INC.** promptly after the effective date.

Basis

4.02. Each corporation acknowledges that its outstanding shares are owned by identical shareholders with identical proportionate share ownership in each corporation. Each corporation, therefore, agrees that no new shares or other consideration need be paid or delivered to the shareholders of **JOE A. CHAMBLISS, INC.** in exchange of the aforesaid surrender.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

- 5.01. (a) The present Board of Directors of **SOUTH FLORIDA CEILING SYSTEMS, INC.** shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until their successors have been elected and qualified.
- (b) If a vacancy shall exist on the Board of Directors of the surviving corporation on the effective date of the merger, the vacancy may be filled by the shareholders as provided in the by Laws of the surviving corporation.

(c) All persons who, as of the effective date of the merger, shall be executive or administrative officers of **SOUTH FLORIDA CEILING SYSTEMS, INC.** shall remain as officers of the surviving corporation until the Board of Directors of the surviving corporation shall determine otherwise. The Board of Directors of the surviving corporation may elect or appoint additional officers as it deems necessary.

5.02. On the effective date, the names of the directors and principal officers of the surviving corporation who shall hold office until the next annual meeting of the shareholders of the surviving corporation or until their respective successors have been elected or appointed and qualified are:

(a) **Directors:**

JOE A. CHAMBLISS
201 Northwest 127th Avenue
Plantation, Florida 33325

GERALDINE M. CHAMBLISS
201 Northwest 127th Avenue
Plantation, Florida 33325

(b) **Officers:**

JOE A. CHAMBLISS	President
	Assistant Secretary

GERALDINE M. CHAMBLISS	Secretary
-------------------------------	-----------

ARTICLE 6. BY LAWS

By Laws of Survivor

6.01. The By Laws of **SOUTH FLORIDA CEILING SYSTEMS, INC.**, as existing on the effective date of the merger, shall continue in full force as the By Laws of the surviving corporation until altered, amended or repealed, as provided in the By Laws or as provided by law.

ARTICLE 7. TERMINATION

Circumstances

7.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the effective date, notwithstanding the approval of the shareholders of either of the constituent corporations, by mutual consent of the Board of Directors of the constituent corporations.

ARTICLE 8. INTERPRETATION AND ENFORCEMENT

8.01. **JOE A. CHAMBLISS, INC.** agrees that, from time to time as and when requested by the surviving corporation, or by its successors or assigns, it will execute and deliver, or cause to be executed or delivered, all deeds and other instruments. **JOE A. CHAMBLISS, INC.** further agrees to take or cause to be taken any further or other actions as the surviving corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record of otherwise to the surviving corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Entire Agreement; Counterparts

8.02. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

8.03. The validity, interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the 27th day of
December, A.D., 1997.

JOE A. CHAMBLISS, INC.,
a Florida corporation

BY: 

JOE A. CHAMBLISS, President

ATTEST:


GERALDINE M. CHAMBLISS, Secretary

SOUTH FLORIDA CEILING
SYSTEMS, INC., a Florida
corporation

BY: 

JOE A. CHAMBLISS, President

ATTEST"


GERALDINE M. CHAMBLISS, Secretary

SOUTH FLORIDA CEILING SYSTEMS, INC.

**DIRECTORS' RESOLUTIONS APPROVING PLAN
AND AGREEMENT OF MERGER**

WHEREAS, there has been presented to and discussed at this meeting a proposed Plan and Agreement of Merger, a copy of which is attached to this Resolution, providing for the merger of **JOE A CHAMBLISS, INC.** into the Corporation **SOUTH FLORIDA CEILING SYSTEMS, INC.**; and

WHEREAS, the Board of Directors has concluded that, because of the similarity of stockholders, directors and officers of the two (2) corporation and because of the complimentary nature of their business activities and in order to eliminate duplicate bookkeeping and redundant management activities, the operations of both corporations would be enhanced and the costs of operations reduced; and

WHEREAS, the Board of Directors deems it to be in the best interests of the Corporation and its shareholders that the Plan and Agreement be approved and that **JOE A. CHAMBLISS, INC.** and the Corporation be merged;

NOW, THEREFORE, it is

RESOLVED, that the terms and conditions of the proposed Plan and Agreement presented to this meeting, and the mode of carrying them into effect, as well as the manner of converting the shares of the constituent corporations into shares of the surviving Corporation, as wet forth in the Plan and Agreement, are by these Resolutions approved; and it is

RESOLVED FURTHER that the President and Assistant Secretary of this Corporation are directed to execute the Plan and Agreement in the name and on behalf of this Corporation and to deliver a duly executed copy of it to **JOE A. CHAMBLISS, INC.**; and it is

RESOLVED FURTHER that a special meeting of the shareholders of the Corporation is called for 3:00 p.m. on December 21, 1997 at the office of **JAMES W. BRYAN**, corporate accountant, for the purpose of considering and voting on the proposed Plan and Agreement.

RESOLVED FURTHER that December 21, 1997 is fixed as the record date for determination of shareholders entitled to receive notice of and to vote at the meeting, and that all shareholders of record, as of the close of business of the Corporation on that day, and only those shareholders, are entitled to receive notice of or to vote at such meeting; and it is

RESOLVED FURTHER that all preparations for and conduct of the above matters be carried out in full compliance with all applicable federal and Florida securities laws and regulations, or so as to take advantage of any appropriate exemptions from registration under those laws; and it is

RESOLVED FURTHER that, should the shareholders of the Corporation approve the proposed Plan and Agreement in the manner required by the provisions of Florida law, the officers of this Corporation are directed to execute, acknowledge, file and deliver these instruments and do other acts in the name and on behalf of the Corporation as may be necessary or proper to perform fully the terms and conditions of the proposed Plan and Agreement of Merger.



Handwritten signature of Joe A. Chambliss in cursive script, positioned above a horizontal line.

JOE A. CHAMBLISS



Handwritten signature of Geraldine M. Chambliss in cursive script, positioned above a horizontal line.

GERALDINE M. CHAMBLISS

JOE A. CHAMBLISS, INC.

**DIRECTORS' RESOLUTIONS APPROVING PLAN
AND AGREEMENT OF MERGER**

WHEREAS, there has been presented to and discussed at this meeting a proposed Plan and Agreement of Merger, a copy of which is attached to this Resolution, providing for the merger of **SOUTH FLORIDA CEILING SYSTEMS, INC.** with the Corporation; and

WHEREAS, the Board of Directors has concluded that, because of the similarity of stockholders, directors and officers of the two (2) corporations and because of the complimentary nature of their business activities and in order to eliminate duplicate bookkeeping and redundant management activities, the operations of both corporations would be enhanced and the costs of operations reduced; and

WHEREAS, the Board of Directors deems it to be in the best interests of the Corporation and its shareholders that the Plan and Agreement be approved and that **SOUTH FLORIDA CEILING SYSTEMS, INC.** and the Corporation be merged;

NOW, THEREFORE, it is

RESOLVED, that the terms and conditions of the proposed Plan and Agreement presented to this meeting, and the mode of carrying them into effect, as well as the manner of converting the shares of the constituent corporations into shares of the surviving Corporation, as set forth in the Plan and Agreement, are by these Resolutions approved; and it is

RESOLVED FURTHER that the President and Assistant Secretary of this Corporation are directed to execute the Plan and Agreement in the name and on behalf of this Corporation and to deliver a duly executed copy of it to **SOUTH FLORIDA CEILING SYSTEMS, INC.**, and it is

RESOLVED FURTHER that a special meeting of the shareholders of the Corporation is called for 3:00 p.m. on December 21, 1997 at the office of **JAMES W. BRYAN**, corporate accountant, for the purpose of considering and voting on the proposed Plan and Agreement; and it is

RESOLVED FURTHER that December 21, 1997 is fixed as the record date of determination of shareholders entitled to receive notice of and to vote at the meeting, and that all shareholders of record as of the close of business of the Corporation on that day, and only those shareholders, are entitled to receive notice of or to vote at such meeting; and it is

RESOLVED FURTHER that all preparation s for and conduct of the above matters be carried out in full compliance with all applicable federal and Florida securities laws and regulations, or so as to take advantage of any appropriate exemptions from registration under those laws; and it is

RESOLVED FURTHER that, should the shareholders of the Corporation approve the proposed Plan and Agreement in the manner required by the provisions of Florida law, the officers of this Corporation are directed to execute, acknowledge, file and deliver these instruments and do other acts in the name and on behalf of the Corporation as may be necessary or proper to perform fully the terms and conditions of the proposed Plan and Agreement of Merger.



JOE A. CHAMBLISS



GERALDINE M. CHAMBLISS

SOUTH FLORIDA CEILING SYSTEMS, INC.

SHAREHOLDERS' RESOLUTIONS

The undersigned, each being a shareholder of **SOUTH FLORIDA CEILING SYSTEMS, INC.**, waive all notice required by the Corporation's By Laws and the laws of the State of Florida of the time, place and purposes of a meeting of the shareholders and fix December 21, 1997 as the date, 3:00 p.m. as the time, and the office of **JAMES W. BRYAN**, corporate accountant, as the place, and the following as the purposes: To consider the merger of the Corporation with **JOE A. CHAMBLISS, INC.**;

WHEREAS, there has been presented to this meeting a Plan and Agreement of Merger, a copy of which is attached to these Resolutions, between **JOE A. CHAMBLISS, INC.** and the Corporation;

WHEREAS, it is deemed in the best interests of the shareholders of the Corporation that the terms and conditions of the Plan and Agreement be approved and performed;

NOW, THEREFORE, it is:

RESOLVED that the Plan and Agreement between the Corporation and **JOE A. CHAMBLISS, INC.** submitted to this meeting is approved in the form attached to these Resolutions; and it is

RESOLVED FURTHER that the Board of Directors and officers of the Corporation are authorized, on behalf of the Corporation, to take all actions and to execute and file all documents that may be necessary or convenient to carry out and perform the Plan and Agreement.

THE UNDERSIGNED, being all of the voting eligible shareholders of the Corporation, acknowledge that they attended the foregoing meeting without protest of absence of notice and that the foregoing minutes accurately reflect the actions taken at that meeting.

WITNESS:

Doreen M Chambliss *[Signature]*
JOE A. CHAMBLISS (5,000 shares)

Kenneth C. Mays

JOE A. CHAMBLISS, INC.
SHAREHOLDERS' RESOLUTIONS

The undersigned, each being a shareholder of **JOE A. CHAMBLISS, INC.**, waive all notice required by the Corporation's By Laws and the laws of the State of Florida of the time, place and purpose of a meeting of the shareholders and fix December 21, 1997 as the date, 3:00 p.m. as the time, and the office of **JAMES W. BRYAN**, corporate accountant, as the place, and the following as the purposes:

WHEREAS, there has been presented to this meeting a Plan and Agreement of Merger, a copy of which is attached to these Resolutions, between **SOUTH FLORIDA CEILING SYSTEMS, INC.** and the Corporation; and

WHEREAS, it is deemed in the best interests of the shareholders of the Corporation that the terms and conditions of the Plan and Agreement be approved and performed;

NOW, THEREFORE, it is:

RESOLVED that the Plan and Agreement between the Corporation and **SOUTH FLORIDA CEILING SYSTEMS, INC.** submitted to this meeting is approved in the form attached to these Resolutions; and it is

RESOLVED FURTHER that the Board of Directors and officers of the Corporation are authorized on behalf of the Corporation to take all actions and to execute and file all documents that may be necessary and convenient to carry out and perform the Plan and Agreement.

THE UNDERSIGNED, being all of the voting eligible shareholders of the Corporation, acknowledge that they attended the foregoing meeting without protest of absence of notice and that the foregoing minutes accurately reflect the actions taken at that meeting.

WITNESS:

Kimberly C. Marks

Kimberly C. Marks

JOE A. CHAMBLISS (2,490 shares)

GERALDINE M. CHAMBLISS (510 shrs)