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EFFECTIVE DATE
12-31-12

RECEIVED
DEPARTMENT OF STATE
12 DEC 28 AM 11:25

FILED
12 DEC 28 AM 8:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mayer
[Signature]

12-31-12

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 12/28/2012

REF. #: 000162.178591

CORP. NAME: SOUTHERN PRE-CAST, INC. into LINDSAY CONCRETE PRODUCTS CO., INC.

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|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 102778 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

ARTICLES OF MERGER

OF

SOUTHERN PRE-CAST, INC.,
a Florida corporation

INTO

LINDSAY CONCRETE PRODUCTS CO., INC.,
an Ohio corporation

FILED
12 DEC 28 AM 8:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/12

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1104 and 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation is **Lindsay Concrete Products Co., Inc.**, an Ohio corporation (the "Surviving Corporation").

SECOND: The name and jurisdiction of the merging corporation is **Southern Pre-Cast, Inc.**, a Florida corporation ("Merging Corporation").

THIRD: The Plan of Merger (the "Plan of Merger") is attached hereto as **Exhibit A**.

FOURTH: The merger shall become effective as of December 31, 2012.

FIFTH: The Plan of Merger was adopted by the board of directors and shareholders of the Surviving Corporation on December 27, 2012. The Plan of Merger was adopted by the board of directors and shareholder of the Merging Corporation on December 27, 2012.

[Signature Page to Follow]

Executed on this 27th day of December 2012.

LINDSAY CONCRETE PRODUCTS CO., INC.,
an Ohio corporation

By: Roland C. Lindsay, Jr.
Name: Roland C. Lindsay, Jr.
Title: President

SOUTHERN PRE-CAST, INC.,
a Florida corporation

By: Roland C. Lindsay, Jr.
Name: Roland C. Lindsay, Jr.
Title: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made the 27th day of December 2012, by and between **LINDSAY CONCRETE PRODUCTS CO., INC.**, an Ohio corporation (hereinafter referred to as "Lindsay Concrete" or "Surviving Corporation"), and **SOUTHERN PRE-CAST, INC.**, a Florida corporation (hereinafter referred to as "Southern Pre-Cast"), said corporations being sometimes hereinafter collectively referred to as "the Constituent Companies."

WHEREAS, Lindsay Concrete is an Ohio corporation; and

WHEREAS, Southern Pre-Cast is a Florida corporation; and

WHEREAS, Southern Pre-Cast is a wholly owned subsidiary of Lindsay Concrete; and

WHEREAS, the Board of Directors of the Constituent Companies deem it advisable that Southern Pre-Cast be merged under the laws of the State of Ohio in the manner provided therefor pursuant to §1701.78 and 1701.80 *et seq.* of the Ohio Revised Code into Lindsay Concrete, and in compliance with the laws of the State of Florida; and

WHEREAS, this Agreement of Merger and the merger of Southern Pre-Cast into the Surviving Corporation is intended to qualify as a tax-free transaction;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and promises herein contained, the Constituent Companies have agreed, and do hereby agree, to merge upon the terms and conditions stated below:

ARTICLE 1

MERGER; CLOSING

1.1 **Merger.** The Surviving Corporation exists under the laws of the State of Ohio, and Southern Pre-Cast exists under the laws of Florida. The Constituent Companies hereby agree that Southern Pre-Cast shall be merged into the Surviving Corporation. The parties desire for the transaction to be structured as a tax free transaction under the Internal Revenue Code since Southern Pre-Cast is a Qualified Subchapter S Subsidiary of the Surviving Corporation. The name of the Surviving Corporation shall be Lindsay Concrete. Since the sole Shareholder of Southern Pre-Cast is the Surviving Corporation, no additional shares of the Surviving Corporation need to be issued or distributed to the Shareholder of Southern Pre-Cast to effect the merger. Each share of stock of Southern Pre-Cast issued and outstanding on the Closing Date will be cancelled and retired and cease to exist.

1.2 **Closing.** The Closing will take place at the offices of Lindsay Concrete, in Canal Fulton, Ohio, or at such other place as the parties shall mutually agree, as of the close of business on December 31, 2012 ("Closing" or "Closing Date").

1.3 **Transfers at Closing.** On the Closing Date, Southern Pre-Cast will deliver to Surviving Corporation the various certificates, instruments and documents referred to

herein, and Surviving Corporation will deliver to Southern Pre-Cast various certificates, instruments and documents referred to herein. In addition, the Constituent Companies will cause a Certificate of Merger to be filed with the Secretary of State of Ohio in form attached as Exhibit A on or prior to the Closing Date. In addition, the Constituent Companies will cause a Statement of Merger to be filed with the Secretary of State or equivalent thereof in Florida in the form attached as Exhibit B on or prior to the Closing Date.

1.4 **General Effect of Merger.** The merger shall have the effect set forth under Ohio General Corporation Law, and the laws of the state of Florida. Effective upon Closing, the Articles of Incorporation and Code of Regulations of Lindsay Concrete, shall be the Articles of Incorporation and Code of Regulations of Surviving Corporation. Surviving Corporation may, at any time after the Closing Date, take any action, including executing and delivering any document, in name on behalf of either Surviving Corporation, or Southern Pre-Cast, in order to carry out and effectuate transactions contemplated by this Agreement. For purposes of Florida law, the foregoing Agreement shall also be referenced as a Plan of Merger and approved as such by the respective entities hereto.

1.5 **Principal Office.** The principal office of Surviving Corporation shall be the principal office of Lindsay Concrete.

1.6 **Deliveries at Closing**

(a) **Deliveries by Southern Pre-Cast.** At the Closing, Southern Pre-Cast shall deliver to Surviving Corporation:

(i) Certificates representing all of the stock certificates of Southern Pre-Cast, each certificate duly and validly endorsed, or accompanied by a separate stock power duly and validly executed by Southern Pre-Cast's President; and

(ii) All of the books, records, accounts, corporate records and books, and all contracts and agreements of Southern Pre-Cast;

(iii) The resolutions of the Directors and Shareholder of Southern Pre-Cast approving all of the transactions set forth herein;

(iv) Copies of Southern Pre-Cast's articles of incorporation, including all amendments thereto, and copies of any certificates or registrations from the State of Florida or other appropriate official in each jurisdiction in which Southern Pre-Cast is qualified, licensed or admitted to do business to the effect that Southern Pre-Cast is duly qualified or admitted and in good standing in such jurisdiction; and

(v) All other previously undelivered documents required to be delivered by Southern Pre-Cast to Surviving Corporation at or prior to Closing in connection with the transactions contemplated hereby.

(b) **Deliveries by Surviving Corporation.** At Closing, Surviving Corporation shall deliver to Southern Pre-Cast such documents required to be delivered hereunder in connection with the transactions contemplated hereby.

1.7 **Appraisal Rights.** The sole Shareholder of Southern Pre-Cast may be entitled, if it complies with the provisions of the Florida Business Corporation Act regarding appraisal rights, to be paid the fair value of its shares of stock of Southern Pre-Cast.

ARTICLE 2

MISCELLANEOUS

2.1 **Notices.** All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile against facsimile confirmation or mailed by prepaid first class certified mail, return receipt requested, or mailed by overnight courier prepaid to the parties at the last know address of the party to whom notice is being given.

2.2 **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

2.3 **Expenses.** Unless otherwise agreed, each of the parties shall be responsible for their expenses in connection with the negotiation, execution and delivery of this Agreement.

2.4 **Further Assurances; Post-Closing Cooperation.** At any time or from time to time after the Closing, the parties shall execute and deliver to each other such other documents and instruments, provide such materials and information and take such other actions as the other party may reasonably request to consummate the transactions contemplated by this Agreement and otherwise to cause the parties to fulfill their obligations under this Agreement.

2.5 **Waiver.** Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

2.6 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by all parties.

2.7 **Third Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights.

2.8 **No Assignment; Binding.** Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by either party without the prior written consent of the other party and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

2.9 **Headings**. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

2.10 **Invalid Provisions**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

2.11 **Governing Law**. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

2.12 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Lindsay Concrete, has caused its corporate name to be signed by its President, having been duly authorized by its Board of Directors and by its Shareholders, and Southern Pre-Cast has caused its corporate name to be signed by its President, having been duly authorized by its Board of Directors and by its sole Shareholder.

LINDSAY CONCRETE PRODUCTS
CO., INC.

By: Roland C. Lindsay, Jr.
Roland C. Lindsay, Jr., President

SOUTHERN PRE-CAST, INC.

By: Roland C. Lindsay, Jr.
Roland C. Lindsay, Jr., President