

J86523

TOWNSEND MCKEE, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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November 27, 2001

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

700004702087--3
-12/03/01--01044--012
*****35.00 *****35.00

Re: Burdick Enterprises, Inc.
Certificate of Merger

Dear Sir or Madam:

700004702087--3
-01/07/02--01014--006
*****35.00 *****35.00

Enclosed for filing are two copies of the Certificate of Merger of Burdick Enterprises, Inc., With and Into Bob and Sue Burdick Enterprises, Inc., along with a check for \$35 to cover the filing fee. Please file the Certificate of Merger and return a file-stamped copy to my attention in the enclosed envelope.

Please call me if you have any questions.

Sincerely,

Christopher J. McKee
Christopher J. McKee
Townsend McKee, PC

FILED
01 DEC 31 AM 10:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

T BROWN JAN - 7 2002



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 11, 2001

CHRISTOPHER J. MCKEE
TOWNSEND MCKEE, P.C.
1000 MANSELL EXCHANGE WEST, SUITE 180
ALPHARETTA, GA 30022

SUBJECT: BURDICK ENTERPRISES, INC.
Ref. Number: J86523

We have received your document for BURDICK ENTERPRISES, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

✓ There is a balance due of \$35.00.

✓ Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

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) 245-6869.

Teresa Brown
Corporate Specialist

Letter Number: 501A00065070

RECEIVED
01 DEC 31 AM 8:21
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

BURDICK ENTERPRISES, INC., a Florida entity, J86523

INTO

BOB AND SUE BURDICK ENTERPRISES, INC., entity not qualified in Florida.

File date: December 31, 2001

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation are:

Name

Jurisdiction

Bob and Sue Burdick Enterprises, Inc. Georgia

Second: The name and jurisdiction of each merging corporation are:

Name

Jurisdiction

Burdick Enterprises, Inc.

Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 27, 2001.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 27, 2001.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
01 DEC 31 AM 10:41
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Robert Burdick, President

AGREEMENT AND PLAN OF MERGER

by

and

between

BURDICK ENTERPRISES, INC.

and

BOB AND SUE BURDICK ENTERPRISES, INC.

Dated as of November 27th, 2001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 27th day of November, 2001 (the "Agreement"), is entered into by and between Bob and Sue Burdick Enterprises, Inc., ("Burdick Georgia") a Georgia corporation and Burdick Enterprises, Inc. ("Burdick Florida"), a Florida corporation, and the Shareholders (as defined below).

WITNESSETH:

WHEREAS, this Agreement provides for the merger of Burdick Florida into Burdick Georgia in furtherance of the parties' long-term strategic plans; and

WHEREAS, the respective boards of directors and shareholders of Burdick Georgia and Burdick Florida have duly adopted and approved this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 - THE MERGER

1.1 The Merger. At the Effective Time (as defined below), Burdick Florida shall be merged with and into Burdick Georgia in accordance with the provisions of this Agreement, the Georgia Business Corporation Code (the "GBCC"), and the Florida Business Corporation Code ("FBCC"), and the separate existence of Burdick Florida shall thereupon cease, and Burdick Georgia, as the surviving corporation in the Merger (sometimes referred to as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Georgia. The Merger shall have the effect provided under applicable laws including, but not limited to, Section 14-2-1106 of the GBCC.

1.2 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the primary place of business of Burdick Georgia, 1055 Foster Manning Road, Summerville, Georgia 30747, at 10:00 a.m. on November 27th 2001; or at such other place and time as the parties may agree (the "Closing Date").

1.3 Effective Time of the Merger. Contemporaneous with or immediately following the Closing, the parties shall cause a certificate of merger (the "Certificate of Merger") to be executed, delivered and filed with the Secretary of State of the State of Georgia in accordance with the provisions of the GBCC. The Merger shall become effective at the close of business on the date of such filing, unless a different effective time is specified in the Certificate of Merger (the "Effective Time").

1.4 Articles of Incorporation; Bylaws. The Articles of Incorporation and Bylaws of Burdick Georgia as in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

1.5 Directors and Officers of the Surviving Corporation. The directors and officers of Burdick Georgia in effect immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation until such time as they may be replaced in accordance with the Bylaws of the Surviving Corporation.

ARTICLE 2 – CONSIDERATION AND CONVERSION AND EXCHANGE OF SHARES

2.1 Consideration. At the Effective Time, in consideration for the fulfillment of the obligations, covenants, terms and conditions set forth in this Agreement, by virtue of the Merger and without any action on the part of any holder thereof: the issued and outstanding shares of common stock of Burdick Florida per share (the “**Burdick Florida Common Stock**”) shall automatically be canceled and extinguished and shall thereafter be converted into only the right to receive equivalent numbers of the common stock of the Surviving Corporation (referred to collectively as the “**Merger Consideration**”).

2.2 Surrender and Exchange of Certificates Representing Seller Common Stock. At the Closing, each Shareholder shall surrender to Burdick Georgia an outstanding certificate or certificates that immediately prior to the Effective Time represented his Burdick Florida Common Stock (the “**Certificates**”). In exchange, such Shareholder shall be entitled to receive at the Closing one or more certificates as requested by the Shareholder (properly issued and executed) representing the number of duly paid and nonassessable shares of Burdick Georgia Stock to which such Shareholder shall have become entitled pursuant to the provisions of Section 2.1(a) or as otherwise provided by the Shareholders’ Representative; and the Certificates so surrendered shall forthwith be canceled.

ARTICLE 3 – RULES OF CONSTRUCTION

In the interpretation of this Agreement, unless otherwise provided or the context otherwise requires:

(a) The singular includes the plural and vice versa and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

(b) The headings and Article, Section and paragraph numbering contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor shall such headings and numbering be used in any manner to aid in the construction of this Agreement;

(c) The term “including” shall mean “including, without limitation”;

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF BURDICK FLORIDA AND THE MANAGEMENT SHAREHOLDER

Burdick Florida represents and warrants to Burdick Georgia as follows:

4.1 Corporate Organization.

(a) Burdick Florida is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Burdick Florida has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and, is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on Burdick Florida.

4.2 Capitalization. The authorized and issued capital stock of Seller consists of the securities set forth on Burdick Florida Disclosure Schedule 4.2. Burdick Florida Disclosure Schedule 4.2 sets forth the number of shares of Burdick Florida Common Stock owned by each of the Shareholders, together with the correct residence address of each such Shareholder. Except as set forth on Burdick Florida Disclosure Schedule 4.2, no shares of Burdick Florida Common Stock are outstanding. All Burdick Florida Common Stock has been duly authorized and validly issued and is fully paid and nonassessable, was not issued in violation of any preemptive rights and was issued under available exemptions from federal and state securities laws.

4.3 Authority; No Violation.

(a) Except for the approval of this Agreement by a vote of the Shareholders at a meeting of the Shareholders or by unanimous consent, and the filing of the Certificate of Merger in accordance with the FBCC and the GBCC, no consents, approvals, authorizations, clearances or orders of, filings or registrations with or notices to (collectively, the "Authorizations") any third party or any Governmental Authority are necessary of which the failure to file would have a material adverse effect on Burdick Florida in connection with the consummation by Burdick Florida of the Merger and the other transactions contemplated by this Agreement. The execution and delivery of this Agreement have been duly and validly approved by the Board of Directors of Burdick Florida in accordance with the Articles of Incorporation, as amended, and Bylaws, as amended, of Burdick Florida and with Applicable Laws. This Agreement has been duly and validly executed and delivered by Burdick Florida and constitutes the valid and binding obligation of Burdick Florida enforceable against Burdick Florida in accordance with its terms.

(b) Neither the execution and delivery of this Agreement by Burdick Florida, nor the consummation by Burdick Florida of the Merger and the other transactions contemplated by this Agreement in accordance with the terms of this Agreement, nor compliance by Burdick Florida with any of the terms or provisions of this Agreement, will violate any provision of Burdick Florida's Articles of Incorporation or Bylaws; violate any Applicable Laws; or violate, conflict with, result in a breach of any provisions of, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of, accelerate the performance required by, or result in the creation of any lien, mortgage, security interest, pledge, charge, other right of third parties or other encumbrance upon any of the respective properties or assets of Burdick Florida under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Burdick Florida is a party, or by which they or any of their respective properties or assets may be bound or affected.

4.4 Corporate Records. At the Effective Time the corporate record books (including the share records) of Burdick Florida will be complete, accurate and up to date in all material respects with all necessary signatures and set forth all meetings and actions taken by the Shareholders and directors of Burdick Florida and all transactions involving the shares of Burdick Florida (and contain all canceled share certificates).

4.5 Disclosure. No representation or warranty of Burdick Florida in this Agreement or in any Exhibit, certificate or Schedule attached hereto or furnished pursuant hereto contains, or on the Closing Date will contain, any untrue statement of fact or omits or, on the Closing Date will omit to state any fact necessary in order to make the statements contained therein not misleading and all such statements,

representations, Exhibits and certificates shall be true and complete on and as of the Closing Date as though made on that date.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF BURDICK GEORGIA

Burdick Georgia represents and warrants to Burdick Florida as follows:

5.1 Corporate Organization. Burdick Georgia is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. Burdick Georgia has the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on Burdick Georgia.

5.2 Authority; No Violation.

(a) Neither the execution and delivery of this Agreement by Burdick Georgia, nor the consummation by Burdick Georgia of the Merger and the other transactions contemplated by this Agreement in accordance with the terms of this Agreement, or compliance by Burdick Georgia with any of the terms or provisions of this Agreement, will violate any provision of Burdick Georgia's Articles of Incorporation or Bylaws, violate any Laws applicable to Burdick Georgia, or, violate, conflict with, result in a breach of any provisions of, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, result in the termination of, accelerate the performance required by, or result in the creation of any lien upon any of the respective properties or assets of Burdick Georgia under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Burdick Georgia is a party, or by which any of its properties or assets may be bound or affected.

(b) Burdick Georgia has the full corporate power and authority to execute and deliver this Agreement and to consummate the Merger and the other transactions contemplated by this Agreement in accordance with the terms of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly approved by the Board of Directors and the Shareholders of Burdick Georgia in accordance with the Articles of Incorporation and Applicable Laws. This Agreement has been duly and validly executed and delivered by Burdick Georgia and constitutes the valid and binding obligation of Burdick Georgia enforceable against Burdick Georgia in accordance with its terms.

ARTICLE 6 - MISCELLANEOUS

6.1 Expenses. Except as otherwise expressly stated in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement (including legal, accounting and investment banking fees and expenses) shall be borne by Burdick Georgia.

6.2 Entire Agreement. This Agreement, which includes the disclosure schedules and the other documents, agreements and instruments executed and delivered pursuant to or in connection with this Agreement, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement, and supersedes all prior negotiations, arrangements or understandings, written or oral, with respect thereto.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, and each of which shall constitute one and the same agreement. Any party may deliver an executed copy of this Agreement and of any documents contemplated by this Agreement by facsimile transmission to another party and such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement or of such other documents.

6.4 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the United States of America and the state of Georgia, excluding choice of law principles.

6.5 Invalidity of any Part. If any provision or part of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained in this Agreement, but only to the extent of its invalidity, illegality, or unenforceability. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

6.6 Time of the Essence; Computation of Time. Time is of the essence of provisions of this Agreement.

IN WITNESS WHEREOF, Burdick Georgia and Burdick Florida have caused this Agreement to be executed by themselves or their duly authorized officers, as applicable, as of the day and year first above written.

Bob and Sue Burdick Enterprises, Inc.



Robert S. Burdick
President

Burdick Enterprises, Inc.



Robert S. Burdick
President