

K46213

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MERGER OR SHARE EXCHANGE

PAVERMODULE, INC.

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ARTICLES OF MERGER

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Pavermodule, Inc.	Florida	K46213

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Hanson Paver Products, Inc.	Florida	K46207

Third: The Agreement and Plan of Merger is attached as Exhibit A.

Fourth: The merger shall become effective at 11:59 p.m. on December 31, 2007.

Fifth: At the effective time of the merger, the articles of incorporation of the surviving corporation shall be amended to change the name of the surviving corporation to "Hanson Paver Products, Inc."

Sixth: Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the sole shareholder of the surviving corporation on December 28, 2007.

Seventh: : Adoption of Merger by merging corporation:

The Plan of Merger was adopted by the sole shareholder of the merging corporation on December 28, 2007.

Eighth: SIGNATURES FOR EACH CORPORATION

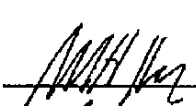

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual</u>
Pavermodule, Inc.		Michael H. Hyer, V.P.
Hanson Paver Products, Inc.		Michael H. Hyer, V.P.

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

A-1

2302353.2/SP/11702/0128/122107

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*") dated as of December 28, 2007, is entered into by and between Pavermodule, Inc., a Florida corporation ("*Pavermodule*"), and Hanson Paver Products, Inc., a Florida corporation ("*Paver Products*").

RECITALS

WHEREAS, the boards of directors and shareholders of Pavermodule and Paver Products deem it advisable, upon the terms and subject to the conditions herein stated, that Paver Products be merged with and into Pavermodule, and that Pavermodule be the surviving entity of such merger (the "*Merger*");

WHEREAS, the boards of directors and shareholders of Pavermodule and Paver Products desire to effect the Merger on the terms and subject to the conditions contained in this Agreement and in accordance with the laws of the State of Florida; and

WHEREAS, the boards of directors and shareholders of Pavermodule and Paver Products, by written consent, have approved this Agreement and the Merger;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

ARTICLE I

THE MERGER AND EFFECTIVE TIME

1.1. *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), Paver Products shall be merged with and into Pavermodule whereupon the separate existence of Paver Products shall cease. Pavermodule shall be the surviving entity (sometimes hereinafter referred to as the "*Surviving Entity*") in the Merger and shall continue to be governed by the laws of the State of Florida. The Merger shall have the effects specified in the Florida Statutes and the Surviving Entity shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of Paver Products, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Paver Products, including all obligations for the payment of required fees and franchise taxes owed to the State of Florida.

1.2. *Effective Time.* Pavermodule and Paver Products shall cause Articles of Merger to be executed and filed with Secretary of State of Florida (the "*Florida Certificate*") The Merger shall become effective at 11:59 p.m. on December 31, 2007, as specified in the Florida Certificate (the "*Effective Time*").

ARTICLE II

CHARTER AND BYLAWS OF THE SURVIVING ENTITY

2.1. *The Articles of Incorporation.* The articles of incorporation of Pavermodule, as amended by Section 2.2 of this Agreement, in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law.

2.2. *Amendment to Articles of Incorporation.* The articles of incorporation of Pavermodule are amended, as of the Effective Time, to change the name of Pavermodule to "Hanson Paver Products, Inc." As of the Effective Time, each and every reference to "Pavermodule, Inc." in the articles of incorporation of Pavermodule is hereby replaced by "Hanson Paver Products, Inc."

2.3. *Bylaws.* The bylaws of Pavermodule in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III

DIRECTORS AND OFFICERS OF THE SURVIVING ENTITY

3.1. *Directors.* From and after the Effective Time, the directors of the Surviving Entity shall consist of the directors of Pavermodule immediately prior to the Effective Time, each to serve until the expiration of the term for which such director was elected and until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

3.2. *Officers.* From and after the Effective Time, the officers of the Surviving Entity shall consist of the officers of Pavermodule immediately prior to the Effective Time, each to serve until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

ARTICLE IV

EFFECT OF MERGER ON CAPITAL STOCK

4.1. *Effect of Merger on Capital Stock.* As of the Effective Time, by virtue of the Merger and without any action on the part of Paver Products or Pavermodule or any director or shareholder of Paver Products or Pavermodule:

(a) Those shares of capital stock of Paver Products held by shareholders of Paver Products, at the Effective Time, shall be automatically cancelled, retired and shall cease to exist.

(b) Each outstanding share of capital stock of Pavermodule shall remain outstanding with the same rights, privileges and preferences before, at and after

the Effective Time and, collectively, shall constitute the only outstanding shares of capital stock of the Surviving Entity.

ARTICLE V

MISCELLANEOUS

5.1. *Binding Effect of Agreement.* Nothing in this Agreement, express or implied, is intended to confer on any party, other than the parties hereto and their respective permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no person who is not a party to this Agreement may rely on the terms hereof except as otherwise set out herein. This Agreement (a) constitutes the entire agreement between the parties relating to the subject matter hereof and (b) supersedes all previous understandings and agreements between the parties relating to the subject matter hereof, both oral and written. The terms and conditions of this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

5.2. *Assignment.* No party to this Agreement may assign its rights or delegate its obligations hereunder without the prior written consent of the other party. Any such attempted assignment will be void *ab initio*. Subject to the preceding sentences, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.3. *Amendment of Agreement.* This Agreement may be amended or modified only by written instrument duly executed by all of the parties hereto.

5.4. *Applicable Law.* This Agreement is made pursuant to, will be construed under, will be enforced by and will be conclusively deemed for all purposes to have been executed and delivered exclusively under the laws of the State of Florida without reference to conflicts of laws.

5.5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute one instrument.

5.6. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

5.7. *Waiver.* No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and executed by all the parties hereto. Any waiver by any party hereto of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

5.8. *Further Assurances.* The parties agree to take further actions and execute and deliver other documents, certificates, agreements and other instruments as may be reasonably necessary or desirable to implement the transactions contemplated by this Agreement.

5.9. *Section Headings.* The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5.10. *Gender and Number of Words.* When the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the number of all words includes the singular and the plural.


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IN WITNESS WHEREOF, the undersigned, pursuant to the authority duly given by the written consent of the boards of directors of Pavermodule and Paver Products have each caused this Agreement to be executed and delivered by a duly authorized person to be effective as of the date first stated above.

HANSON PAVER PRODUCTS, INC.

By: 
Michael H. Hyer, Vice President

PAVERMODULE, INC.

By: 
Michael H. Hyer, Vice President