

L90080

CT CORPORATION SYSTEM

FILED
00 DEC 22 PM 1:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Brown & Root Building Company Merged Into: G & H Management Com

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

12/22/00

Order#: 3481954

EFFECTIVE DATE
12-31-00

Ref#: _____

Amount: \$ _____

400003511874--0
-12/22/00--01079--003
*****70.00 *****70.00

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

GOULLETTE DEC 26 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

BROWN & ROOT BUILDING COMPANY, a Florida corporation, L90080

INTO

G & H MANAGEMENT COMPANY, a Delaware corporation not qualified in
Florida.

File date: December 22, 2000, effective December 31, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1107.

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

<u>Name</u>	<u>Jurisdiction</u>
G & H Management Company	Delaware

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

<u>Name</u>	<u>Jurisdiction</u>
Brown & Root Building Company	Florida

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective at 11:59 p.m. EST on December 31, 2000.

Fifth: Adoption of Merger by surviving corporation:

The Agreement and Plan of Merger was adopted by the shareholders and Board of Directors of the surviving corporation as of December 1, 2000.

Sixth: Adoption of Merger by merging corporation:

The Agreement and Plan of Merger was adopted by the shareholders and Board of Directors of the merging corporation as of December 1, 2000.

G & H MANAGEMENT COMPANY

By: _____

Lester L. Coleman, Vice President



EFFECTIVE DATE
12-31-00

BROWN & ROOT BUILDING COMPANY

By: _____

Gary V. Morris, Pres.

FILED
00 DEC 22 PM 1:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made effective as of the close of business December 31, 2000, pursuant to Section 607.1107 of the Florida Business Corporation Act and pursuant to Section 252 of the Delaware General Corporation Law, between Brown & Root Building Company, a Florida corporation (the "Acquired Corporation"), and G & H Management Company, a Delaware corporation (the "Surviving Corporation").

WHEREAS, the respective Boards of Directors of the parties have determined that the Merger (as defined below) is in the best interests of their respective stockholders and is consistent with and appropriate to their long term strategies; and

WHEREAS, the Stockholder (as defined below) and the respective Boards of Directors have of each party approved and declared the Merger upon the terms and subject to the conditions in this Agreement and Plan of Merger and in accordance with the Florida Business Corporation Act and the Delaware General Corporation Law;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, in hand paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby prescribe the terms and conditions of said Agreement and Plan of Merger and the mode of carrying the same into effect as follows:

FIRST: The Acquired Corporation shall be merged with and into the Surviving Corporation (the "Merger") effective as of 11:59 p.m. EST on the 31st day of December, 2000 (the "Effective Date"). The Surviving Corporation shall be the surviving corporation.

SECOND: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

In view of the fact that both of the corporations to the Merger are wholly owned by the same stockholder, Halliburton Energy Services, Inc. (the "Stockholder"):

(a) Each share of common stock of the Surviving Corporation, which is issued and outstanding on the Effective Date, shall remain issued and outstanding, and

(b) Each share of common stock of the Acquired Corporation, which is outstanding on the Effective Date, and all rights in respect thereof, shall be converted into the sum of \$1.00 cash, which amount shall be paid to the Stockholder upon surrender and cancellation of the shares of the Acquired Corporation. At the Effective Date the authorized capital stock of the Acquired Corporation consists of 1,000 common shares with par value of \$1.00, all of which are issued and outstanding.

THIRD: The terms and conditions of the Merger as of the Effective Date are as follows:

(a) The Certificate of Incorporation of the Surviving Corporation as it shall exist on the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided.

(b) The bylaws of the Surviving Corporation as they shall exist on the Effective Date shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided.

(c) The directors and officers of the Surviving Corporation at the Effective Date shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) Upon the Effective Date, all the obligations, property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Acquired Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Acquired Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Acquired Corporation respectively. The Acquired Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Acquired Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of the Acquired Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Acquired Corporation or otherwise to take any and all such action.

FOURTH: The parties each warrant to the other that the execution and delivery of this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby are within their corporate powers, have the required approval of the Stockholder and have been duly authorized by all necessary corporate action.

FIFTH: Notwithstanding anything contained in this Agreement and Plan of Merger to the contrary, this Agreement and Plan of Merger may be abandoned at any time prior to the Effective Date by the mutual written agreement of the parties or by either of them upon written notice to the other.

SIXTH: This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

SEVENTH: The Surviving Corporation hereby appoints the Secretary of State of Florida as its agent for process in a proceeding to enforce any obligation or the rights of dissenting stockholders of the Acquired Corporation and agrees to promptly pay to the dissenting stockholder of the Acquired Corporation, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act. The Surviving Corporation's agent for process in Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

EIGHTH: A copy of this Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

NINTH: If any term, provision, covenant or restriction of this Agreement and Plan of Merger is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall be in no way affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the parties.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by the Stockholder and their respective Boards of Directors have caused these presents to be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of each party hereto as the respective act, deed and agreement of each of the corporations.

SIGNED on the 1st day of December, 2000 but effective as of the Effective Date.

BROWN & ROOT BUILDING COMPANY

By: Gary R. Moore

ATTEST:

Peter W. Arlow

G & H MANAGEMENT COMPANY



By: Lester L. Coleman
Lester L. Coleman
Vice President

ATTEST:

John M. Allen
John M. Allen
Assistant Secretary