

L98000001 338

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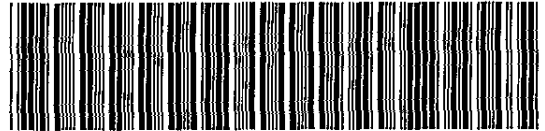
(Business Entity Name)

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12/05/02--01007--003 **275.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

JAMES INDUSTRIAL CONSTRUCTORS, L.L.C., a Florida entity, L98000001337

INTO

ANGELO IAFRATE CONSTRUCTION, L.L.C., a Florida entity, L98000001338

File date: December 4, 2002, effective January 1, 2003

Corporate Specialist: Brenda Tadlock

BREAZEALE, SACHSE & WILSON, L.L.P.

ATTORNEYS AT LAW
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 BATON ROUGE, LOUISIANA 70821-3197
 (225) 387-4000
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LL&E TOWER, SUITE 1500
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BANK ONE PLACE, SUITE 206
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II. PAYNE BREAZEALE (1886-1990)
 VICTOR A. SACHSE, JR. (1903-1979)
 MATTHEW J. WILSON (1919-1990)
 HUBERTS P. BREAZEALE, JR. (1920-1979)

RALPH T. RAHALAIS
 SCOTT N. HENSLENS
 MELISSA M. SHREVEY
 LANCE J. KINGLEN
 A. TOMMY CARUSO
 TARA L. FOLEY
 BEN B. HU
 THOMAS R. TEMPLER, JR.
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 MICHAEL P. FROGE
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 WENDY B. LYOP
 JOHN M. MADISON, III
 VAN R. MAYHALL, III
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 BRENT B. FRIEDRICK
 REBECCA J. BIGGERS
 CADE A. EVANS
 ANTHONY P. PALLERMO

- * BOARD CERTIFIED IN ESTATE PLANNING AND ADMINISTRATION SPECIALIST
- * BOARD CERTIFIED FAMILY LAW SPECIALIST
- * MASTER OF LAWS IN TAXATION
- * BOARD CERTIFIED TAX ATTORNEY
- * ALSO ADMITTED IN TEXAS
- * MASTER OF LAWS IN ADMINISTRATION
- * MASTER OF LAWS IN ENERGY AND ENVIRONMENTAL
- * ALSO ADMITTED IN MISSISSIPPI

GORDON A. PUGH
 JAMES E. TOUPS, JR.
 PAUL M. HERBERT, JR.
 VAN R. MAYHALL, JR.
 CLAUDE F. REYNAUD, JR.
 MURPHY J. FOSTER, III
 DAVID R. CANNON
 ROBERT T. BOWSILK
 CHRISTINE LIPSEY
 DAVID R. KELLY
 ROBERT L. ATKINSON
 DAVID M. CHARLTON
 DAUGLAS K. WILLIAMS
 STEPHEN F. CHIRCAPPELLI
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 RICHARD D. LEBOWITZ
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 SPECIAL COUNSEL
 PETER J. BUTLER
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JOSEPH E. FRIEND
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 JERRY L. STOVALL, JR.
 LEO C. HAMILTON
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 JOSEPH P. TITONE
 MICHAEL C. LUQUET
 STEPHEN R. WHALEN
 DAVID C. VOSS
 W. BRET MASON
 R. CHARLES ELLIS
 OF COUNSEL
 VICTOR A. SACHSE, III

December 3, 2002

Florida Department of State
 Division of Corporations
 Attn: Brenda Tadlock
 409 E. Gaines St.
 Tallahassee, FL 32399

Re: Filings

Dear Brenda:

Please find enclosed two sets of documents to be filed. Please first file the enclosed Articles of Merger with Plan of Merger attached, to be effective at 12:01 a.m. on January 1, 2003. Second, please file the enclosed Articles of Amendment to Articles of Organization, to be effective at 12:02 a.m. on January 1, 2003. I have enclosed a check for \$275 for the filing fees and various certified copies as listed below:

Filing fee for Articles of Merger	\$ 50.00
3 certified copies of Articles of Merger documents	\$ 90.00
7 certificates of merger (not cert. of status)	\$ 35.00
Filing fee for Articles of Amendment	\$ 25.00
9 certificates of status regarding amendment name change	\$ 45.00
1 certified copy of Articles of Amendment	\$ 30.00
Total	\$275.00

EFFECTIVE DATE
 1/1/03

STATE DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 02 DEC -4 PM 4: 26

FF \$50
 3 cc's 90
 9 cert(s) 35

Florida Department of State
Attn: Brenda Tadlock
Page 2
December 3, 2002

If I have figured the fee incorrectly, please let me know and I will promptly forward a check for the additional fees. Please call me if you have any questions regarding the documents requested. My direct line is (225)376-3620.

I have enclosed a return Fed Ex airbill. If possible, please send the documents to me via Fed Ex using the enclosed airbill.

Thank you for your assistance. Please call if you need any additional information.

Yours truly,

BREAZEALE, SACHSE & WILSON, L.L.P.


Michele B. Mayeux
Tax Assistant

/mm
Enclosures

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>James Industrial Constructors, L.L.C.</u> <u>11200 Industriplex Blvd., Ste. 150</u> <u>Baton Rouge, LA 70809</u>	<u>Florida</u>	<u>Limited Liability Company</u>

Florida Document/Registration Number: _____ FEI Number: 38-3424694

2. _____

Florida Document/Registration Number: _____ FEI Number: _____

3. _____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____

Florida Document/Registration Number: _____ FEI Number: _____

EFFECTIVE DATE
11/02

02 DEC -4 PM 4: 25
SECRETARY OF STATE
DIVISION OF CORPORATIONS

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
L98-1338 Angelo Iafrate Construction, L.L.C. 11200 Industriplex Blvd., Ste. 150 Baton Rouge, LA 70809	Florida	Limited Liability Company
Florida Document/Registration Number:		FEI Number: 38-3424695

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

PLAN OF MERGER

This Plan of Merger, made effective as of 12:01 a.m., January 1, 2003, (the "Effective Date") is entered into pursuant to the provisions of Section 608.438, et seq., of the Florida Limited Liability Company Act, by and between Angelo Iafrate Construction, L.L.C., a Florida limited liability company, (hereinafter referred to as the "Surviving Entity") and James Industrial Constructors, L.L.C., a Florida limited liability company, (hereinafter referred to as the "Constituent Entity").

WITNESSETH:

WHEREAS, the parties hereto desire that the Constituent Entity be merged with and into the Surviving Entity pursuant to this Plan of Merger (the "Plan") providing for such merger (the "Merger"), on the date and at the time provided for herein (the "Effective Date"); and

WHEREAS, the parties hereto desire to set forth certain representations, warranties, and covenants made by each to the other as an inducement to the execution and delivery of this Plan and certain additional agreements related to the Merger;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, and covenants herein contained the parties hereby agree as follows:

ARTICLE I CONDITIONS PRECEDENT

1.01 This Plan has been adopted and approved by each party to the merger in accordance with Section 608.438, et seq., of the Florida Limited Liability Company Act. The fact of such approval shall be certified hereon by the managers or other authorized representatives of each entity.

1.02 This Plan, when and if so approved, certified and signed, shall be delivered to the Florida Department of State for filing and recording, and a copy of the Articles of Merger issued by the Florida Department of State, certified by it shall be filed for record in the office of the official who is the recording officer of each county in the state in which real property of the Constituent Entity is situated.

02 DEC - 14 PM 1:22
SECRETARY OF STATE
DIVISION OF CORPORATIONS

**ARTICLE II
REPRESENTATIONS AND WARRANTIES
OF THE CONSTITUENT ENTITY**

2.01 **Representations and Warranties of the Constituent Entity.** The Constituent Entity represents and warrants to the Surviving Entity as of the date hereof and on the Effective Date as follows:

- (a) **Good Standing.** The Constituent Entity is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Florida, and it is duly authorized, qualified, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Constituent Entity in the conduct of its business, and the nature of the business as now transacted by it, do not require qualification as a foreign corporation in any jurisdiction which it is not so registered.
- (b) **Members.** The Surviving Entity is the sole member of the Constituent Entity and owns all of the Membership Percentages of the Constituent Entity. Each Membership Percentage of the Constituent Entity is duly and validly authorized and issued, fully paid, and nonassessable.
- (c) **Managers.** The name and business address of each manager of the Company is:

Angelo E. Iafrate, 26400 Sherwood, Warren, MI 48091.
Dominic Iafrate, Sr., 26400 Sherwood, Warren, MI 48091.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF THE SURVIVING ENTITY**

3.01 **Representations and Warranties of Surviving Entity.** The Surviving Entity represents and warrants to the Constituent Entity of the date hereof and on the Effective Date as follows:

- (a) **Good Standing.** The Surviving Entity is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Florida, and it is duly authorized, qualified, and licensed

under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Surviving Entity in the conduct of its business, and the nature of the business as now transacted by it, do not require qualification as a foreign corporation in any jurisdiction which it is not so registered.

- (b) **Members.** The Members of the Surviving Entity own 100% of the Membership Percentages of the Surviving Entity. Each Membership Percentage of the Surviving Entity is duly and validly authorized and issued, fully paid, and nonassessable.
- (c) **Managers.** The name and business address of each manager of the Company is:

Angelo E. Iafrate, 26400 Sherwood, Warren, MI 48091.
Dominic Iafrate, Sr., 26400 Sherwood, Warren, MI 48091.

ARTICLE IV CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE CONSTITUENT ENTITY

4.01 **Conditions.** The obligations of the Constituent Entity hereunder are at its option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

- (a) **True Representations.** The representations and warranties of the Surviving Entity contained in the Plan shall be true and accurate on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date.
- (b) **Surviving Entity's Condition.** No material adverse change in the results of operations, financial condition, or business of the Surviving Entity shall have occurred, and the Surviving Entity shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which change, loss, or damage materially affects or impairs the ability of the Surviving Entity to conduct its business.

- (c) **Terms.** All of the terms, covenants and conditions of this Plan to be complied with and performed by the Surviving Entity on or before the Effective Date shall have been duly complied with and performed.
- (d) **Authority.** The Constituent Entity shall have received a copy of the resolutions authorizing the execution, delivery, and performance of this Plan by the Surviving Entity certified by the Manager of the Surviving Entity to have been adopted by the Members of the Surviving Entity and to be in full force and effect as of the Effective Date.

**ARTICLE V
CONDITIONS PRECEDENT TO THE
OBLIGATIONS OF THE SURVIVING ENTITY**

5.01 **Conditions.** The obligations of the Surviving Entity hereunder are at its option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

- (a) **True Representations.** The representations and warranties of the Constituent Entity contained in the Plan shall be true and accurate on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date.
- (b) **Constituent Entity's Condition.** No material adverse change in the results of operations, financial condition, or business of the Constituent Entity shall have occurred, and the Constituent Entity shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which change, loss, or damage materially affects or impairs the ability of the Constituent Entity to conduct its business.
- (c) **Terms.** All of the terms, covenants and conditions of this Plan to be complied with and performed by the Constituent Entity on or before the Effective Date shall have been duly complied with and performed.
- (d) **Authority.** The Surviving Entity shall have received a copy of the resolutions authorizing the execution, delivery, and performance of this Plan by the Constituent Entity certified by the Manager of the Constituent Entity to have been adopted by the Members of the Constituent Entity and to be in full force and effect as of the Effective Date.

**ARTICLE VI
EFFECT OF MERGER**

6.01 Upon the consummation of the Merger, as hereinabove provided, the effect of the Merger shall be that established by Section 608.4383 of the Florida Limited Liability Company Act, and without limitation thereof, shall include the following:

- (a) The Surviving Entity and the Constituent Entity shall be one entity, which shall be the Surviving Entity, and which shall survive the Merger for that purpose.
- (b) The separate existence of the Constituent Entity shall cease.
- (c) The Surviving Entity shall possess all the rights, privileges, and licenses previously possessed by it and those possessed by the Constituent Entity.
- (d) All of the property and assets of whatsoever kind or description of the Constituent Entity, and all debts due on whatever account to it, shall be taken and be deemed to be transferred to and vested in the Surviving Entity without further act or deed.
- (e) The Surviving Entity shall be responsible for all the liabilities and obligations of the Constituent Entity.

**ARTICLE VII
MANNER OF CONVERSION OF MEMBERSHIP PERCENTAGES**

7.01 Each Membership Percentage of the Constituent Entity issued and outstanding on the Effective Date shall forthwith be canceled and shall be no longer outstanding after the Effective Date.

**ARTICLE VIII
ARTICLES OF ORGANIZATION AND
OPERATING INSTRUMENT OF SURVIVING ENTITY**

8.01 The Articles of Organization and the Operating Agreement of the Surviving Entity are not altered or otherwise affected by virtue of the Merger.

**ARTICLE IX
GENERAL**

9.01 **Additional Instruments.** The parties hereto shall deliver or cause to be delivered on the Effective Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Plan. The Surviving Entity and the Constituent Entity will cooperate and use their best efforts to have the present managers, members and employees of the Surviving Entity and the Constituent Entity cooperate on and after the Effective Date in furnishing information, evidence, proceedings, arrangements, or disputes of any nature with respect to matters pertaining to all periods prior to the Effective Date.

9.02. **Assignment.** This Plan and the rights of the Constituent Entity hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto and the successors of and the heirs and legal representatives of the parties hereto.

9.03 **Entire Agreement.** This Plan and the documents delivered pursuant hereto, constitute the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Plan. This Plan may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

9.04 **Counterparts.** This Plan may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto as long as at least one counterpart is executed by each party.

9.05 **Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid:

- (a) To the Surviving Entity:
11200 Industriplex Blvd, Ste. 150
Baton Rouge, LA 70809
- (b) To the Constituent Entity:
11200 Industriplex Blvd, Ste. 150
Baton Rouge, LA 70809

9.06 **Survivorship.** All warranties, covenants, representations, and guarantees shall survive the closing and execution of the documents contemplated by this Plan. The parties hereto, in executing and in carrying out the provisions of this Plan, are relying solely on the representations, warranties, and agreements contained in this Plan or in any writing delivered pursuant to provisions of this Plan or at the closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise, or information, written or oral, made by any person other than as specifically set forth herein or therein.

9.07 **Law.** This Plan shall be construed in accordance with the laws of the State of Florida.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has signed this Plan on this 25th day
of NOVEMBER, 2002.

SURVIVING ENTITY:

ANGELO IAFRATE CONSTRUCTION, L.L.C.

BY: Angelo E. Iafrate
Angelo E. Iafrate, Manager and Member

BY: Dominic Iafrate, Sr.
Dominic Iafrate, Sr., Manager and Member

IN WITNESS WHEREOF, the undersigned has signed this Plan on this 25th day
of NOVEMBER, 2002.

CONSTITUENT ENTITY:

JAMES INDUSTRIAL CONSTRUCTORS,
L.L.C.

BY: 


Angelo E. Iafrate, Manager

BY: 

Dominic Iafrate, Sr., Manager

CERTIFICATE


The undersigned Managers of Angelo Iafrate Construction, L.L.C. (the “**Surviving Entity**”), hereby certify that the above Plan of Merger was adopted by the unanimous consent of the Members of the Surviving Entity on this 25th day of NOVEMBER, 2002.

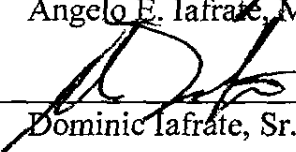
BY: 
Angelo E. Iafrate, Manager

BY: 
Dominic Iafrate, Sr., Manager

CERTIFICATE

The undersigned Managers of James Industrial Constructors, L.L.C. (the "Constituent Entity"), hereby certify that the above Plan of Merger was adopted by the unanimous consent of the Members of the Constituent Entity on this 25th day of NOVEMBER, 2002.

BY: 
Angelo E. Iafrate, Manager

BY: 
Dominic Iafrate, Sr., Manager

#445894