

M19000008954

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(City/State/Zip/Phone #)

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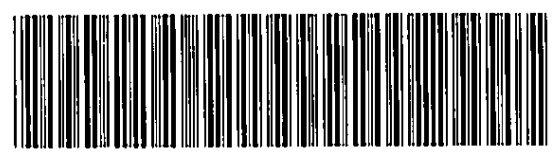
(Business Entity Name)

(Document Number)

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*Eric SW*

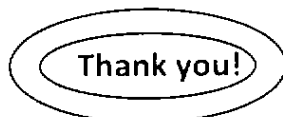
Name:	SOUTHERN STATES PAVEMENT MARKINGS, LLC
Document #:	
Order #:	12456305

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
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Amount: \$ 80.00



**Articles of Merger  
For  
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Southern States Pavement Markings, LLC	Florida	Limited Liability Company
		L18000204360

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TRP Construction Group, LLC	Texas	Limited Liability Company
		K1900008954

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FILED

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

204 White Drive

Colleyville, Texas 76034

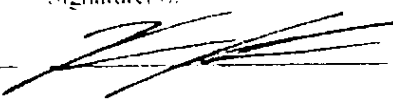
**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 22, 2019

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Southern States Pavement Markings, LLC		Kevin Carter
ERP Construction Group, LLC		Thomas Rod Pekurney

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<b>Fees:</b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b>Certified Copy (optional):</b>	\$30.00

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

20A WHITE DRIVE

COMMERVILLE, TX 76034

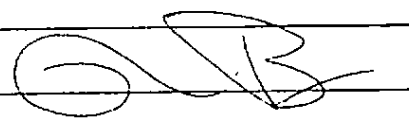
**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 22, 2019

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Southern States Pavement Markings, LLC		Kevin Carter
TRP Construction Group, LLC		Thomas Rod Pekurney

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
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	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b>Certified Copy (optional):</b>	\$30.00

**PLAN AND AGREEMENT OF MERGER  
BY WHICH  
SOUTHERN STATES PAVEMENT MARKINGS, LLC,  
MERGES WITH AND INTO  
TRP CONSTRUCTION GROUP, LLC.**

**THIS PLAN AND AGREEMENT OF MERGER** (this "Plan of Merger"), is made and entered into on December 10, 2019 by and among Southern States Pavement Markings, LLC, a limited liability company organized under the laws of the State of Florida (the "Merging Company") and TRP Construction Group, LLC, a limited liability company organized under the laws of the State of Texas (the "Surviving Company") and together with the Merging Company, the "Constituent Entities").

**WHEREAS**, the sole member of each of the Constituent Entities is TRP Construction Group Holdings, LLC:

**WHEREAS**, the managers and member of the Merging Company have determined that it is advisable and in the best interests of the Merging Company that the Merging Company be merged with and into the Surviving Company, with the Surviving Company as the surviving entity in the merger, upon the terms of and subject to the conditions set forth herein (the "Merger");

**WHEREAS**, the managers and member of the Surviving Company have determined that the Merger is advisable and in the best interest of the Surviving Company and has approved and adopted the Merger and this Plan of Merger in all respects; and

**WHEREAS**, the Merger shall constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and this Plan of Merger and associated documents constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Plan of Merger, the parties agree as follows:

1. The names of the parties to this Plan of Merger are:
  - (a) Southern States Pavement Markings, LLC, a Florida limited liability company; and
  - (b) TRP Construction Group, LLC, a Texas limited liability company.
2. The surviving entity in the merger will be TRP Construction Group, LLC, the Surviving Company.
3. Upon adoption of this Plan of Merger by the managers of each of the Constituent Entities, this Plan of Merger shall be submitted to the members of the Constituent Entities to the extent and in the manner required by applicable law. The consummation of the Merger is contingent upon receipt of all required manager and member approvals.
4. In accordance with the terms of this Plan of Merger and the applicable law of the States of Florida and Texas, the Constituent Entities will make appropriate filings with the Secretary of State of the State of Florida and the Secretary of State of the State of Texas.
5. The Merger shall be effective as of December 22, 2019 (the "Merger Effective Time").

6. At the Merger Effective Time, (a) the Merging Company will merge with and into the Surviving Company; (b) the Surviving Company will continue to exist and operate under its current name; (c) the separate existence of the Merging Company will cease; (d) the membership interests of the Merging Company will be cancelled as provided in this Plan of Merger; and (e) the Merger will otherwise have the effect provided under the applicable law of the States of Florida and Texas.

7. The manner and basis of converting interests and rights to acquire interests of each of the Constituent Entities is as follows:

(a) At the Merger Effective Time, (i) all of the issued and outstanding membership interests of the Merging Company, together with all rights to acquire such interests (collectively, the "Merging Company Interests"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled, and no additional interests of the Surviving Company shall be issued to TRP Construction Group Holdings, L.L.C., the sole member of the Merging Company and the Surviving Company, in respect thereof.

(b) Any Merging Company Interests held as treasury interests by the Merging Company shall be cancelled and retired, and no consideration shall be issued or given in exchange for such interests.

(c) Each interest of the Surviving Company outstanding immediately prior to the Merger Effective Time will remain an identical outstanding interest of the Surviving Company after the Merger Effective Time; and no interests or other securities of, or obligations convertible into interests or other securities of, the Surviving Company are to be issued or delivered under or pursuant to the Merger with respect to such Surviving Company interests.

8. The certificate of formation of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's certificate of formation at and after the Merger Effective Time until amended in accordance with applicable law.

9. The operating agreement of the Surviving Company, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Company's operating agreement at and after the Merger Effective Time until amended in accordance with such operating agreement and applicable law.

10. The persons who are the managers and officers of the Surviving Company immediately prior to the Merger Effective Time will continue to be the Surviving Company's managers and officers at and after the Merger Effective Time until changed in accordance with the Surviving Company's operating agreement and applicable law.

11. The Merger is intended to constitute a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Plan of Merger and associated documents is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

12. This Plan of Merger may be amended prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

13. This Plan of Merger may be amended or terminated and abandoned prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

14. Upon the execution of this Plan of Merger and thereafter, the Merging Company and the Surviving Company each agree to do such things as may be reasonably requested by the other in order to more effectively consummate or document the transactions contemplated by this Plan of Merger. If at any time the Surviving Company shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest in the Surviving Company, in accordance with the terms of this Plan of Merger, the title of any property or rights of the Merging Company, then the last acting officers and managers of the Merging Company or the corresponding officers and managers of the Surviving Company will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, or otherwise to carry out the purposes of this Plan of Merger or the Merger.

15. Whenever the context so requires, the use of a singular number in this Plan of Merger includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. The parties agree: (a) that "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) that "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; and (c) that "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

16. This Plan of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Texas.

*[Signatures on the following page.]*



IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.

**MERGING COMPANY:**

**SOUTHERN STATES PAVEMENT  
MARKINGS, LLC**

By: 

Name: Kevin Carter

Title: President

**SURVIVING COMPANY:**

**TRP CONSTRUCTION GROUP, LLC**

By: \_\_\_\_\_

Name: Thomas Rod Pekurney

Title: President

**IN WITNESS WHEREOF**, this Plan of Merger has been executed and delivered by the officers of the Merging Company and the Surviving Company as of December 10, 2019.


**MERGING COMPANY:**

**SOUTHERN STATES PAVEMENT  
MARKINGS, LLC**

By: \_\_\_\_\_  
Name: Kevin Carter  
Title: President

**SURVIVING COMPANY:**

**TRP CONSTRUCTION GROUP, LLC**

By:   
Name: Thomas Rod Pekurney  
Title: President