

M87623

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

CORRADINO SUBSIDIARY CORPORATION, INC., a Florida corporation,
P97000075098

INTO

CAPITAL ENGINEERING CONSULTANTS, INC., a Florida corporation,
M87623.

File date: September 12, 1997

Corporate Specialist: Joy Moon-French

M87623

Barbara Sanders (Requestor's Name)

Requestor's Name

Address

City/State/Zip 222-3533

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Capital Engineering Corp. (Corporation Name) 700002291747--3 (Document #)

2. Please call (Document #) 700002291747--3

3. Barbara Sanders (Document #) -03/12/97--01075--016

4. at 222-3533 (Document #) *****70.00 *****70.00

☐ info ready

☐ Thank you

☐ Certified Copy

☐ Certificate of Status

NEW

<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

OK:
per
S.P.

Added date of
adoption
Barbara Sanders
9/12
Jorge
Morgan

FILED
SEP 12 PM 2:52
TALLAHASSEE FLORIDA

ARTICLES OF MERGER
OF

CORRADINO SUBSIDIARY CORPORATION, INC.
(a Florida Corporation)

INTO

CAPITAL ENGINEERING CONSULTANTS, INC.,
(a Florida Corporation)

FILED
SEP 12 PM 2:52
SECRETARY OF STATE
TALLAHASSEE FLORIDA

PURSUANT to Chapter 607 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. Effective upon the date these Articles of Merger are filed in the offices of the Secretary of State of Florida, Corradino Subsidiary Corporation, Inc. (hereinafter "Subsidiary") will merge with Capital Engineering Consultants, Inc. (hereinafter "CEC"). CEC is the surviving corporation.

2. The Plan and Agreement of Merger attached hereto and incorporated herein as Exhibit A was unanimously adopted and approved by each shareholder of Subsidiary and CEC, on September 9, 1997.

3. With respect to the merging corporations, the designation, number of shares outstanding, and number of votes entitled to be cast by each voting group entitled to vote on such Plan and Agreement of Merger are as follows:

Name of Corporation	Designation and Number of Shares Outstanding	Number of Votes Entitled to be Cast by Each Voting Group
Subsidiary	100 shares common stock	100
CEC	1,000 shares common stock	1,000

4. With respect to Subsidiary, all one hundred (100) votes were cast for the merger and none were cast against the merger. With respect to CEC all one thousand (1,000) votes were cast for the merger and none were cast against the merger. The number of votes cast in favor of the merger was sufficient for approval of the merger by both corporations.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger
this ____ day of September 9, 1997.


CORRADINO SUBSIDIARY CORPORATION, INC.

By: 
Brian Mirson, President

CAPITAL ENGINEERING CONSULTANTS, INC.

By: 
David Hutcheson, President

This Instrument Was Prepared By:


Michael P. Lusk
LYNCH, COX, GILMAN & MAHAN, P.S.C.
500 Meidinger Tower
Louisville, Kentucky 40202
(502) 589-4215

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EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is made as of this 9th day of September, 1997, pursuant to Chapter 607 of the Florida Business Corporation Act, by and between **Corradino Subsidiary Corporation, Inc.**, a Florida corporation (hereinafter "Subsidiary"), and **Capital Engineering Consultants, Inc.**, a Florida corporation ("CEC") (the two parties being sometimes collectively referred to as the "Constituent Corporations").

WHEREAS, Subsidiary is a Florida corporation authorized to issue one thousand (1,000) shares of no par value common stock, 100 shares of which immediately before the Effective Date, as defined herein, will be issued and outstanding and held by The Corradino Group, Inc., a Kentucky Corporation ("Corradino Group");

WHEREAS, CEC is a Florida corporation authorized to issue 1,000 shares of \$1.00 par value common stock, of which there are 1,000 shares outstanding on the date of this Agreement; and

WHEREAS, the Board of Directors of Subsidiary and CEC have adopted resolutions declaring advisable the proposed merger (the "Merger") of Subsidiary with and into CEC upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Constituent Corporations agree to effect the Merger provided for in this Agreement and Plan of Merger (the "Merger Agreement") on the terms and conditions set forth herein.

1. GENERAL.

1.1 **Effective Date.** This Merger Agreement shall become effective at the close of business on the date on which the filing of an executed counterpart of this Agreement with the office of the Secretary of State of Florida is completed (the "Effective Date").

1.2 **The Merger.** On the Effective Date, Subsidiary shall be merged into CEC, which shall be the Surviving Corporation and whose name shall continue to be **Capital Engineering Consultants, Inc.**

1.3 **Certificate of Incorporation and Bylaws.** On the Effective Date, the Certificate of Incorporation of CEC, as in effect immediately prior to the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation, until further amended. At the Effective Date, the Bylaws of CEC shall be and remain the Bylaws of

the Surviving Corporation until altered, amended, or repealed.

1.4 Directors and Officers. On the Effective Date, the directors of the Surviving Corporation shall be the persons elected by the stockholder of the Surviving Corporation on such date, and they shall hold office until their successors have been elected and have qualified in accordance with law and the Bylaws of the Surviving Corporation. The officers of CEC on the Effective Date shall be the officers of the Surviving Corporation, and they shall hold office until the first meeting of the board of directors of the Surviving Corporation.

1.5 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Subsidiary shall cease and Subsidiary shall be merged into the Surviving Corporation. The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers, and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations; all rights, privileges, powers, and franchises of each of the Constituent Corporations, and all property, real, personal, and mixed, and debts due to either of the Constituent Corporations on whatever account as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal, or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

1.6 Further Assurances. Subsidiary agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds, or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting, or devolution of any property, right, privilege, or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession

of all the property, rights, privileges, powers, immunities, franchises, and interests referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

2. CAPITAL STOCK OF THE SURVIVING CORPORATION.

2.1 Stock of Subsidiary. As of the Effective Date, by virtue of the Merger and without any action on the part of any holder of any Subsidiary stock, each share of capital stock of Subsidiary issued and outstanding immediately prior to the Effective Date shall be converted into and become one share of Common Stock of the Surviving Corporation. Each share of such Common Stock issued pursuant to this section shall be fully paid and nonassessable.

2.2 Stock of CEC. Each share of Common Stock of CEC issued and outstanding immediately prior to the Effective Date (excluding shares held by CEC as treasury stock, which shares shall be canceled and extinguished on the Effective Date) shall upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, be exchanged for and converted into .025 shares of fully paid and nonassessable common stock of Corradino Group, without par value ("Corradino Group Common Stock"). The Common Stock of CEC so exchanged and converted is herein sometimes referred to as "Converted CEC Stock."

2.3 Exchange of Stock Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Converted CEC Stock shall surrender the same to an agent or agents designated by the Surviving Corporation, and shall thereupon be entitled to receive in exchange therefor certificates representing the number of shares of Corradino Group Common Stock into which the shares of Converted CEC Stock represented by the certificate or certificates so surrendered shall have been exchanged and converted pursuant to Section 2.2. Dividends payable after the Effective Date to holders of record in respect of shares of Corradino Group Common Stock into which certificates for shares of Converted CEC Stock shall be exchangeable, shall not be paid to holders of such certificates until their certificates are surrendered for exchange as aforesaid.

2.4 Fractional Shares. No fractional shares of Corradino Group Common Stock and no scrip or certificates therefor will be issued in connection with the merger, and no holder of fractional shares will be entitled to voting, dividend, or any other rights as a stockholder with respect to such fractional interest. The board of directors of the Surviving Corporation is empowered to adopt further rules and regulations concerning the liquidation of fractional interests.

3. MISCELLANEOUS.

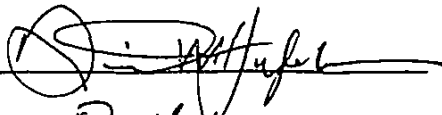
3.1 Counterparts. This Merger Agreement may be executed in any number of

counterparts or may be, where the same are not required, certified or otherwise delivered without the testimonium clause and signature; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Merger Agreement.

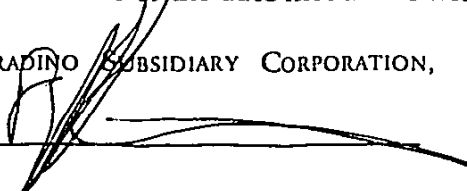
3.2 Acquisition Agreement. The obligations of CEC and Subsidiary to effect the merger shall be subject to all of the terms and conditions of their Agreement and Plan of Reorganization.

WITNESS the signatures of the parties hereto as of the date first above written.

CAPITAL ENGINEERING CONSULTANTS, INC.

By: 
Title: President

CORRADINO SUBSIDIARY CORPORATION,
INC.

By: 
Title: PRESIDENT

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