

CT CORPORATION SYSTEM

CORPORATION(S) NAME

P00000116478

Davidson Crane and Conveyor, Inc. (Survivor)

00 DEC 29 PM 1:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

- |  |   |   |
|--|---|---|
| <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 checked="" 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 \_\_\_\_\_ 12/29/00 \_\_\_\_\_ Order#: 3493553  
 Availability \_\_\_\_\_  
 Document \_\_\_\_\_  
 Examiner \_\_\_\_\_ Ref#: \_\_\_\_\_  
 Updater \_\_\_\_\_  
 Verifier \_\_\_\_\_  
 W.P. Verifier \_\_\_\_\_ Amount: \$ \_\_\_\_\_

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

P00000116478  
 Merger  
 Out eff 12-29-00  
 Hpx 12-31-00  
 \*Cert Copy

400003517364--6  
 -01/02/01--01001--021  
 \*700048.75 \*\*\*\*\*78.75

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

DAVIDSON CRANE AND CONVEYOR INC., A OHIO ENTITY NOT QUALIFIED  
IN THE STATE OF FLORIDA.

INTO

**DAVIDSON CRANE AND CONVEYOR INC.**, a Florida entity, P00000116478

File date: December 29, 2000, effective December 29, 2000

Corporate Specialist: Carol Mustain

**ARTICLES OF MERGER**  
**(Profit Corporations)**

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

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

<u>Name</u>	<u>Jurisdiction</u>
Davidson Crane And Conveyor Inc.	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
Davidson Crane And Conveyor Inc.	Ohio

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR** 12/31/00 (11:59 p.m.) (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/ 28 /00

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

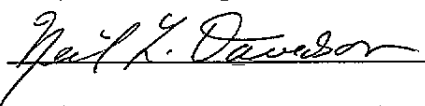
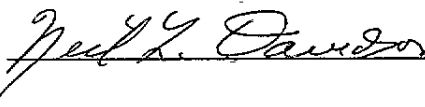
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/ 28 /00

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED  
00 DEC 29 PM 1:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Davidson Crane And Conveyor Inc.		Neil L. Davidson, President 
Davidson Crane And Conveyor Inc.		Neil L. Davidson, President 

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

Jurisdiction

Davidson Crane And Conveyor Inc.

Florida

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

Name

Jurisdiction

Davidson Crane And Conveyor Inc.

Ohio

**Third:** The terms and conditions of the merger are as follows:

See Agreement of Merger and Plan of Reorganization attached hereto as Exhibit A.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Agreement of Merger and Plan of Reorganization attached hereto as Exhibit A.

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

**OR**

Restated articles are attached: N/A

Other provisions relating to the merger are as follows: N/A

**PLAN OF MERGER** N/A  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance

**AGREEMENT OF MERGER**

**AND**

**PLAN OF REORGANIZATION**

This **Agreement of Merger and Plan of Reorganization** (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between **DAVIDSON CRANE AND CONVEYOR INC.**, a corporation organized and existing under the laws of the State of Ohio (hereinafter referred to as "OH DAVIDSON") and **DAVIDSON CRANE AND CONVEYOR INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "FL DAVIDSON").

**WITNESSETH:**

**WHEREAS**, OH DAVIDSON and FL DAVIDSON are sometimes hereinafter collectively referred to as the "Constituent Corporations;"

**WHEREAS**, the shareholders of OH DAVIDSON and FL DAVIDSON are sometimes hereinafter collectively referred to as the "Constituent Shareholders;"

**WHEREAS**, the Boards of Directors of OH DAVIDSON and FL DAVIDSON deem it advisable and in the best interests of the Constituent Corporations and Constituent Shareholders that pursuant to Section 1701.78 of the Ohio Revised Code (hereinafter referred to as the "RC") and Section 607.1107 of the Florida Statutes (hereinafter referred to as the "F.S."), OH DAVIDSON be merged into a single corporation existing under the laws of the State of Florida, to wit, FL DAVIDSON, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) and 368(a)(1)(F) of the Internal Revenue Code (hereinafter referred to as the "Merger");

**WHEREAS**, the authorized capital stock of OH DAVIDSON consists of 5,000 shares of Common Stock without par value (hereinafter called "OH DAVIDSON Common Stock"), of which 4,000 shares are issued and outstanding;

**WHEREAS**, the authorized capital stock of FL DAVIDSON consists of 5,000 shares of Common Stock without par value (hereinafter called "FL DAVIDSON Common Stock"), of which 4,000 shares are issued and outstanding;

**WHEREAS**, the respective Boards of Directors of OH DAVIDSON and FL DAVIDSON approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with Section 1701.78 of the RC and Section 607.1107 of the F.S. that OH DAVIDSON shall be, at the Effective Date (as herein defined), merged into a single corporation existing under the laws of the State of Florida, to wit, FL DAVIDSON, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. **Shareholder Approval of Merger.** This Agreement shall be submitted for adoption and approval by the shareholders of OH DAVIDSON in conformity with the laws of the State of Ohio, and by the shareholders of FL DAVIDSON in conformity with the laws of the State of Florida. Upon the adoption and approval of this Agreement by the Constituent Shareholders, the Agreement shall be signed by the duly authorized officers of each of the Constituent Corporations.

2. **Filing of Certificate of Merger and Articles of Merger.** Immediately upon the adoption and approval of this Agreement by the Constituent Shareholders, a Certificate of Merger shall be filed and recorded in the manner required by Section 1701.81 of the RC, and Articles of Merger shall be filed and recorded in the manner required by Section 607.1105 of the F.S. (collectively hereinafter referred to as the "Filings").

3. **Effective Date.** The Merger of the Constituent Corporations into the Surviving Corporation shall become effective on December 31, 2000 at 11:59 p.m., or, if later, as of the time of the Filings (herein referred to as the "Effective Date").

4. **Effect of Merger of Constituent Corporations.** On the Effective Date, the separate existence of OH DAVIDSON shall cease, and OH DAVIDSON shall be merged into FL DAVIDSON which, as the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of OH DAVIDSON; and all and singular, the rights, privileges, powers, and franchises of OH DAVIDSON, and all property, real, personal, and mixed, and all debts due to OH DAVIDSON on whatever account, as well for stock subscriptions and all other things in action or belonging to OH DAVIDSON, 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 OH DAVIDSON, and the title to any real estate vested by deed or otherwise, under the laws of Ohio or Florida, or any other jurisdiction, in OH DAVIDSON, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of OH DAVIDSON shall be preserved unimpaired, and all debts, liabilities, and duties of OH DAVIDSON 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.

At any time, or from time to time, after the Effective Date, the last acting officers of OH DAVIDSON or the corresponding officers of the Surviving Corporation, may, in the name of OH DAVIDSON, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving



Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all OH DAVIDSON's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

5. **Name of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Date shall be **DAVIDSON CRANE AND CONVEYOR INC.**

6. **Certificate of Incorporation.** The Certificate of Incorporation of FL DAVIDSON as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article first shall be amended in accordance with Section 5 hereof.

7. **Code of Regulations.** The Code of Regulations of OH DAVIDSON, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Code of Regulations of the Surviving Corporation until amended as provided therein.

8. **Conversion of Shares on Merger.** The manner and basis of converting the shares of the capital stock of OH DAVIDSON and the nature and amount of securities of FL DAVIDSON which the holders of shares of OH DAVIDSON Common Stock are to receive in exchange for such shares are as follows:

(a) Each one share of OH DAVIDSON Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one full paid share of FL DAVIDSON Common Stock, and outstanding certificates representing shares of OH DAVIDSON Common Stock shall thereafter represent shares of FL DAVIDSON Common Stock. New certificates bearing the appropriate number of shares and bearing the name of the Surviving Corporation shall be issued to the holders as part of the incorporation of FL DAVIDSON in the state of Florida.

(b) All issued and outstanding shares of OH DAVIDSON Common Stock held by OH DAVIDSON Shareholders immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be canceled.

9. **Director's Right to Abandon Merger.** The Board of Directors of OH DAVIDSON shall have the power in its discretion to abandon or terminate the Merger provided for in this Agreement at any time prior to the Filings.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

11. **Amendments.** No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.

12. **Headings.** The paragraph headings contained herein are for convenience only and shall not, in any way affect the interpretation or enforceability of any provision of this Agreement.

13. **Governing Law.** This Agreement shall be construed and enforced pursuant to the laws of the State of Florida.


14. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated in this Agreement.

15. **Counterparts.** For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.


**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]**

IN WITNESS WHEREOF, this Agreement has been executed by OH  
DAVIDSON and FL DAVIDSON on December 28, 2000.

**DAVIDSON CRANE AND CONVEYOR INC.,**  
the Ohio corporation

  
\_\_\_\_\_  
Neil L. Davidson, President

**DAVIDSON CRANE AND CONVEYOR INC.,**  
the Florida corporation

  
\_\_\_\_\_  
Neil L. Davidson, President