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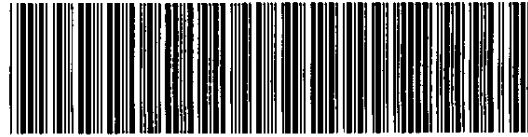
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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Merger  
Tlww  
7-8-11

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** SOUTHEASTERN SOLUTIONS, INC.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

MATTHEW M. BUSH, ESQ.  
Contact Person

DUFFY & FEEMSTER, LLC  
Firm/Company

236 EAST OGLETHORPE AVENUE  
Address

SAVANNAH, GEORGIA 31401  
City/State and Zip Code

MBUSH@DUFFYFEEMSTER.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MATTHEW M. BUSH At ( 912 ) 236-6311  
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

*Duffy & Feemster, LLC.*

ATTORNEYS AT LAW

Marshall Row Law Offices  
236 East Oglethorpe Avenue  
Savannah, Georgia 31401

ROBERT J. DUFFY (1922-2005)

DWIGHT T. FEEMSTER  
MATTHEW M. BUSH  
JOHN R. STROTHER, III  
WILLIAM L. NORSE, JR.  
JOHN D. CARSON, JR.

REPLY TO:  
P.O. BOX 10144  
SAVANNAH, GA 31412  
TELEPHONE: 912-236-6311  
FACSIMILE: 912-236-6423

June 30, 2011

STANLEY E. HARRIS, JR.  
Of Counsel

Amendment Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

RE: Corporate Merger: SESOLINC GRp, INC. & SOUTHEASTERN SOULTIONS, INC.

Dear Sir or Madam:

Please find enclosed an original Articles of Merger, Plan of Merger, form cover letter and a check in the amount of \$78.75, made payable to the Florida Department of State. I have also included an additional copy of the Articles of Merger and Plan of Merger should the same be necessary.

If you have any questions at all or need additional information, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,



J. Seth Riley

Legal Assistant to Matthew M. Bush

Enclosures

## ARTICLES OF MERGER

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to § 607.1101 et seq.

I.

The names of the corporations planning to merge are Southeastern Solutions, Inc., a Georgia Corporation, and SESOLINC GRp, INC., a Florida corporation.

II.

The name of the surviving corporation will be SESOLINC GRp, INC.

III.

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

IV.

The Plan of Merger was adopted unanimously by the shareholders of the surviving corporation on June 27, 2011.

V.

The Plan of Merger was adopted unanimously by the shareholders of the merging corporation on June 27, 2011.

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Merger, this 27<sup>th</sup> day of June, 2011.

Southeastern Solutions, Inc.

  
Harry Ford, President

SESOLINC GRp, INC.

  
Harry Ford, President

**AGREEMENT AND PLAN OF MERGER OF SOUTHEASTERN SOLUTIONS, INC.**  
**WITH AND INTO SESOLINC, GRp., INC.**

This Agreement and Plan of Merger (the "Agreement") is dated June 20, 2011 by and between Southeastern Solutions, Inc. ("Southeastern") a Georgia corporation and SESOLINC GRp. INC., a Florida corporation ("SESOLINC") (the two companies being sometimes collectively referred to in this Plan as the "Constituent Corporations").

***Explanatory Statements***

**WHEREAS**, Southeastern is a corporation organized under the laws of the State of Georgia with its principal office located at 3 Bluebill Court, Savannah GA 31419;

**WHEREAS**, Southeastern has authorized capital stock consisting of 500 shares of common stock, having no par value, ("Common Stock"), of which 500 shares are issued and outstanding;

**WHEREAS**, SESOLINC is a corporation organized under the laws of the State of Florida with its principal office located at 2944 Loquat Lane Jensen Beach FL, 34957;

**WHEREAS**, SESONLINC has authorized capital stock consisting of: 500 shares of common stock, having no par value, of which 100 shares are issued and outstanding;

**WHEREAS**, the laws of the State of Florida and the State of Georgia permit a merger of the Constituent Corporations; and

**WHEREAS**, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that Southeastern be merged with and into SESOLINC on the terms and conditions set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of the constituent companies and recommended to such shareholders approval of the terms and conditions set forth;

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual agreements, promises and covenants contained in this Agreement, it is agreed by and between the parties, subject to the conditions set forth and in accordance with the Florida and Georgia Business Corporation Code, that SOUTHEASTERN shall be and is, at the Effective Date, merged with and into SESOLINC (with SESOLINC subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "SESOLINC," and that the terms and conditions of the merger agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

**Section 1**  
**Merger**

1.1. On the Effective Date, Southeastern shall be merged with and into SESOLINC and SESOLINC shall continue in existence and the merger shall in all respects have the effect provided for in Fla. Stat. § 607.1101 et seq.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Southeastern shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities and rights and interests of each of the Constituent Corporations.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms of this Agreement, the title to any property or rights of Southeastern, the last acting officers of Southeastern, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

## **Section 2**

### **Terms of Transaction**

#### **2.1. Upon the Effective Date:**

(a) Each share of SOUTHEASTERN Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder, be converted into an equal number of shares of Common Stock of the Surviving Corporation, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of SOUTHEASTERN Common Stock held in the treasury of SOUTHEASTERN immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder, be cancelled and retired and cease to exist without any conversion.

(c) Each share of SESOLINC Common Stock outstanding and owned of record by its shareholders immediately before the Effective Date shall be identical to an outstanding or reacquired share of Common Stock or Preferred Stock, respectively, of the Surviving Corporation immediately after the merger.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior to the Effective Date represented shares of SOUTHEASTERN Common Stock or SOUTHEASTERN Preferred Stock (other than holders of Dissenting Shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of SESOLINC Common Stock or SESOLINC Preferred Stock of the Surviving Corporation into which the aggregate number of shares of SOUTHEASTERN Common Stock or SOUTHEASTERN Preferred Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

2.3. Notwithstanding any provision of this Agreement to the contrary, shares of SOUTHEASTERN which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely delivered or electronically transmitted with SOUTHEASTERN a documented objection to the merger (the "Dissenting Shares") shall not be converted into or represent

a right to receive shares of SESOLINC Common Stock, pursuant to Section 2.1, but the holder shall be entitled only to such rights as are granted by the Florida Business Corporation Code. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing statutory provision shall receive payment for their shares from SESOLINC in accordance with such statutory provision. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under such statutory provisions, each such share shall be converted into and represent the right to receive an equal number of shares of SESOLINC Common Stock pursuant to Section 2.1, upon surrender of the certificate representing such share to SESOLINC.

### **Section 3 Directors and Officers**

The persons who are directors and officers of SESOLINC immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

### **Section 4 Articles of Incorporation and Bylaws**

4.1. From and after the Effective Date, the Articles of Incorporation of SESOLINC, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law, except that the Articles are authorized to be amended to allow for the authorization of 200 additional shares.

4.2. From and after the Effective Date, the bylaws of SESOLINC, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law.

### **Section 5 Shareholder Approval, Effectiveness of Merger**

This Agreement shall be submitted for approval to the shareholders of SOUTHEASTERN and SESOLINC as provided by the Florida Business Corporation Code. If this Agreement is duly authorized and adopted by the requisite vote or documented consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6, this Agreement shall be executed, and this Agreement, and the Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed by the Florida Department of State of Georgia (said date is being referred to in this Plan as the "Effective Date").

**Section 6**  
**Termination**

At any time prior to the filing of the Articles or Certificate of Merge, the Board of Directors of SOUTHEASTERN or SESOLINC may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of SOUTHEASTERN or SESOLINC may terminate and abandon this Agreement at any time prior to such filing, if more than two thirds of the holders of shares of SOUTHEASTERN or more than two thirds of the holders of shares of SESOLINC exercise their dissenters' rights pursuant to Florida Business Corporation Code in connection with the merger.

**Section 7**  
**Miscellaneous**

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first written.

SOUTHEASTERN SOLUTIONS, INC.

BY:   
Its President

ATTEST:

BY: \_\_\_\_\_

SESOLINC GRp, INC.

BY:   
Its President

Attest:

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