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

1. Serrinotta Holdings, Inc. into
(Corporation Name) (Document #)

2. Pioneer Roofing Tile, Inc.
(Corporation Name) (Document #)

3. ______________________
(Corporation Name) (Document #)

4. ______________________
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| | Other |

| | AMENDMENTS |
|---|---|
| | Amendment |
| | Resignation of R.A., Officer/ Director |
| | Change of Registered Agent |
| | Dissolution/Withdrawal |
| ✓ | Merger |

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| | OTHER FILINGS |
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| | Annual Report |
| | Fictitious Name |
| | Name Reservation |

| | REGISTRATION/ QUALIFICATION |
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| | Foreign |
| | Limited Partnership |
| | Reinstatement |
| | Trademark |
| | Other |

| Examiner's Initials | JW 10/1 |
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CR2E031(1/95)

ARTICLES OF MERGER
Merger Sheet

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MERGING:

SERRINETTA HOLDINGS, INC., a Florida corporation, V00479

INTO

**PIONEER ROOFING TILE, INC.**, a Delaware corporation, P25361

File date: September 30, 1998

Corporate Specialist: Teresa Brown

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SECRETARY OF STATE
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# ARTICLES OF MERGER

**Providing for the Merger of**

**SERRINETTA HOLDINGS, INC.**

**Into**

**PIONEER ROOFING TILE, INC.**

Pursuant to Section 607.1107 of the Florida Business Corporation Act ("FBCA"), Pioneer Roofing Tile, Inc., a Delaware corporation ("Parent") and Serrinetta Holdings, Inc., a Florida corporation ("Serrinetta") hereby adopt the following Articles of Merger to effect the merger (the "Merger") of Serrinetta into Parent, with Parent as the surviving corporation:

1. Attached hereto as Annex "A" is a copy of the Agreement and Plan of Merger ("Plan of Merger") duly approved and adopted by the Board of Directors of Parent and Serrinetta on September 28, 1998.

2. The Merger contemplated in the Plan of Merger will become effective at such time as is the later to occur of (i) the time that the Articles of Merger, together with a copy of the Plan of Merger are filed with the Secretary of State of Florida in accordance with the FBCA or (ii) the time that a Certificate of Ownership is filed with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law.

3. Pursuant to Section 607.1104 of the FBCA, the approval of the Merger by the shareholders of Parent or Serrinetta was not required.

4. The laws of the State of Delaware permit such Merger and Parent is complying with such laws in effecting such Merger.

IN WITNESS WHEREOF, the undersigned officer of Parent and Serrinetta has executed these Articles of Merger dated as of the 28th day of September, 1998.

| | |
|---|---|
| SERRINETTA HOLDINGS, INC. | PIONEER ROOFING TILE, INC. |
| By: ______________________ | By: ______________________ |
| Doug Rowe<br>President | Doug Rowe<br>President |

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ANNEX "A"

# AGREEMENT AND PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of September 28, 1998, to provide for the merger of Serrinetta Holdings, Inc, a Florida corporation ("Serrinetta") with and into Pioneer Roofing Tile, Inc., a Delaware corporation ("Pioneer").

## WITNESSETH

WHEREAS, Pioneer is a corporation duly organized and validly existing under the laws of the State of Delaware, with authorized capital stock consisting of 10,000 shares of common stock, $1.00 par value per share ("Pioneer Common Stock"), of which 100 shares are issued and outstanding on the date hereof;

WHEREAS, Serrinetta is a corporation duly organized, validly existing and in good standing in the State of Florida, with authorized capital stock consisting of 10,000 shares of common stock, $1.00 par value ("Serrinetta Common Stock"), of which 100 shares were issued and outstanding on the date hereof;

WHEREAS, the respective Boards of Directors of Pioneer and Serrinetta have determined that it is advisable and to the advantage of such corporations and their shareholders that Serrinetta merge with and into Pioneer (the "Merger") upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, it is agreed as follows:

1. *Merger.* Serrinetta shall be merged with and into Pioneer on the terms and conditions hereinafter expressed (the "Merger"). At the Effective Time (as defined hereinafter), the separate existence of Serrinetta shall cease and Pioneer shall be the surviving entity (the "Surviving Entity"). The Merger shall become effective at such time (the "Effective Time") as is the later to occur of (i) the time that the Articles of Merger, together with a copy of this Plan of Merger, are filed with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act ("FBCA") or (ii) the time that a Certificate of Merger is filed with the Secretary of State of the State of Delaware in accordance with the Delaware General Corporation Law ("DGCL"). The address of the registered office of the Surviving Entity of the Merger in the State of Delaware will be c/o The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

2. *Governing Documents and Directors and Officers.* The Certificate of Incorporation of Pioneer in effect immediately prior to the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Entity after the Effective Time without change or amendment. The

Bylaws of Pioneer in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity after the Effective Time without change or amendment. The directors and officers of Pioneer immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity after the Effective Time, and shall serve until their successors have been duly appointed or elected in accordance with the Certificate of Incorporation and Bylaws of the Surviving Entity.

3. *Succession.* At the Effective Time, the Surviving Entity shall succeed to Serrinetta in the manner of and as more fully set forth in Section 259 of the DGCL. All rights, title and interests to all real estate and other property owned by Serrinetta shall be allocated to and vested in the Surviving Entity without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon. All liabilities and obligations of Serrinetta shall be allocated to the Surviving Entity and the Surviving Entity shall be the primary obligor therefor and, except as otherwise provided by law or contract, no other party to the Merger shall be liable therefor.

4. *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of Pioneer or Serrinetta or by the holder of any capital stock of Pioneer or Serrinetta, each share of Serrinetta Common Stock issued and outstanding immediately prior to the Merger shall upon consummation of the Merger, be cancelled and cease to be outstanding.

5. *Approval of the Merger.* The approval of the Merger by the stockholders of Pioneer or Serrinetta is not required under section 253 of the DGCL or section 667.1104 of the FBCA. After the approval of this Agreement by the Board of directors of each of Pioneer and Serrinetta, the parties will cause their duly authorized officers to make and execute (i) a Certificate of Merger effecting this Agreement and shall cause the same to be filed with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law and (ii) Articles of Merger and cause the same to be filed with the Secretary of State of Florida in accordance with the FBCA.

**IN WITNESS WHEREOF**, the undersigned officer of Serrinetta and Pioneer has executed and delivered this Plan of Merger, as of the date first written above.

SERRINETTA HOLDINGS, INC.

By:____________________
Doug Rowe
President

PIONEER ROOFING TILE, INC.

By:____________________
Doug Rowe
President

## WRITTEN CONSENT OF DIRECTORS

## OF

## PIONEER ROOFING TILE, INC.

Pursuant to Section 141 of the Delaware General Corporation Law, the undersigned, being all of the directors of Pioneer Roofing Tile, Inc., a Delaware corporation (the "Company"), who would be entitled to vote on the resolutions hereinafter set forth if the same were submitted at a formal meeting of the directors of the Company duly called and held for the purpose of acting upon such resolutions, hereby declare that when they have signed this written consent, or a counterpart hereof, the following resolutions shall be adopted with the same force and effect as if adopted at a meeting duly called and held for purposes of adopting such resolutions:

**WHEREAS**, the Company now owns all the stock of Serrinetta Holdings, Inc. , a stock corporation organized under the laws of the State of Florida, and engaged in business similar and incidental to that of the Company ("Serrinetta"); and

**WHEREAS**, the Board of directors of the Company has determined that it is in the Company's best interests to merge with Serrinetta in order that all the estate, property, rights, privileges, and franchises of Serrinetta, shall vest in and be possessed by the Company;

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Agreement and Plan of Merger (the "Merger Agreement"), in substantially the form attached hereto as Annex A and previously circulated to us, is hereby adopted, approved and ratified in all respects, together with such changes and modifications thereto as are determined to be necessary or appropriate by the President or any Vice President and the Secretary of the Company, such determination to be conclusively evidenced by such officer's execution and delivery of same; and

**RESOLVED FURTHER**, that the President or any Vice President and the Secretary of the Company are hereby authorized and empowered to take such actions as they determine to be necessary or appropriate to consummate the transactions contemplated by the Merger Agreement, including, but not limited to, obtaining any necessary or appropriate transfers or governmental or regulatory authorizations or approvals, and the execution and delivery of all agreements, documents, consents, certificates and instruments as may in such officer's determination, be required, necessary or appropriate to consummate the Merger Agreement and to complete the transactions contemplated thereby, the determination of any such officers to be conclusively evidenced by such officer's execution and delivery of same; and

**RESOLVED FURTHER**, that, without limiting the powers and authorities heretofore conferred upon the officers of the Company, the President or any Vice President and the Secretary of the Company be, and each of such officers acting alone hereby is, authorized and empowered, for and on behalf of the Company, and in its name, to take or cause to be taken any and all such other actions as in the judgment of such officer(s) may be necessary, desirable or convenient in order to carry out the foregoing resolutions and otherwise to consummate the Merger Agreement, the merger and the transactions contemplated thereby.

**IN WITNESS WHEREOF**, the undersigned directors have executed these consent resolutions this the ___ day of September, 1998.

Michael Kane

Doug Rowe

## WRITTEN CONSENT OF DIRECTORS

## OF

## SERRINETTA HOLDINGS, INC.

Pursuant to Section 607.0821 of the Florida Business Corporation Act, the undersigned, being all of the directors of Serrinetta Holdings, Inc. (the "Board"), a Florida corporation (the "Company"), who would be entitled to vote on the resolutions hereinafter set forth if the same were submitted at a formal meeting of the directors of the Company duly called and held for the purpose of acting upon such resolutions, hereby declare that when they have signed this written consent, or a counterpart hereof, the following resolutions shall be adopted with the same force and effect as if adopted at a meeting duly called and held for purposes of adopting such resolutions:

**WHEREAS**, Pioneer Roofing Tile, Inc. ("Parent") now owns all the outstanding stock of the Company, a stock corporation organized under the laws of the State of Florida, and engaged in business similar and incidental to that of the Company; and

**WHEREAS**, the Board of directors of the Company has determined that it is in the Company's best interests to merge with Parent in order that all the estate, property, rights, privileges, and franchises of the Company, shall vest in and be possessed by the Parent;

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Agreement and Plan of Merger (the "Merger Agreement"), in substantially the form attached hereto as Annex A and previously circulated to us, is hereby adopted, approved and ratified in all respects, together with such changes and modifications thereto as are determined to be necessary or appropriate by the President or any Vice President and the Secretary of the Company, such determination to be conclusively evidenced by such officer's execution and delivery of same; and

**RESOLVED FURTHER**, that the President or any Vice President and the Secretary of the Company are hereby authorized and empowered to take such actions as they determine to be necessary or appropriate to consummate the transactions contemplated by the Merger Agreement, including, but not limited to, obtaining any necessary or appropriate transfers or governmental or regulatory authorizations or approvals, and the execution and delivery of all agreements, documents, consents, certificates and instruments as may in such officer's determination, be required, necessary or appropriate to consummate the Merger Agreement and to complete the transactions contemplated thereby, the determination of any such officers to be conclusively evidenced by such officer's execution and delivery of same; and

**RESOLVED FURTHER**, that upon consummation of the merger of the Company with and into Parent, each outstanding share of common stock of the Company issued and outstanding immediately prior to the merger shall, upon consummation of the merger, be retired and canceled without payment of any consideration therefor and without any conversions thereof; and

**RESOLVED FURTHER**, that, without limiting the powers and authorities heretofore conferred upon the officers of the Company, the President or any Vice President and the Secretary of the Company be, and each of such officers acting alone hereby is, authorized and empowered, for and on behalf of the Company, and in its name, to take or cause to be taken any and all such other actions as in the judgment of such officer(s) may be necessary, desirable or convenient in order to carry out the foregoing resolutions and otherwise to consummate the Merger Agreement, the merger and the transactions contemplated thereby.

**IN WITNESS WHEREOF**, the undersigned directors have executed these consent resolutions this the 28th day of September, 1998.

Doug Rowe

Gary Reid