

Division of Corporations

Page 2 of 2

P95000023949

Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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MERGER OR SHARE EXCHANGE

Parrish Construction Group, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

merger

15:37

9/6/01

DC

ARTICLES OF MERGER
Merger Sheet

MERGING:

PARRISH GEORGIA, INC., a Florida corporation, P95000023949

INTO

PARRISH CONSTRUCTION GROUP, INC., a Georgia entity not qualified in
Florida

File date: September 5, 2001

Corporate Specialist: Darlene Connell

87-6013

09/05/01 13:13 F1 Dept of State p1 /1



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 5, 2001

PARRISH GEORGIA, INC.
221 INDUSTRIAL PARK DR
PERRY, GA 31069USSUBJECT: PARRISH GEORGIA, INC.
REF: P95000023949

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Corporate SpecialistFAX Aud. #: H01000096038
Letter Number: 901A00050075

*please see attached
revised articles -
Thanks for your
help -*

Fax Audit No. H01000096038

**ARTICLES OF MERGER
OF
PARRISH GEORGIA, INC.
(a Florida corporation)
("Merging Corporation")**

**WITH AND INTO
PARRISH CONSTRUCTION GROUP, INC.
(a Georgia corporation)
("Surviving Corporation")**

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The following Articles of Merger are being submitted in accordance with Section 607.1107 of the Florida Business Corporation Act (the "Florida Act"), and Section 14-2-1105 of the Georgia Business Corporation Code (the "Georgia Code").

The undersigned enter into these Articles of Merger by which PARRISH GEORGIA, INC., a Florida corporation (the "Merging Corporation"), shall be merged with and into PARRISH CONSTRUCTION GROUP, INC., a Georgia corporation (the "Surviving Corporation"), and the Surviving Corporation shall be the surviving business entity, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 607.1103 of the Florida Act and Section 14-2-1103 of the Georgia Code. The undersigned hereby certify as follows:

FIRST, a copy of the Plan is attached hereto and made a part hereof.

SECOND, the merger shall become effective at the close of business on the date on which these Articles of Merger are filed with the Florida Secretary of State.

THIRD, the Plan was adopted on August 30, 2001, pursuant to Section 607.1103 of the Florida Act, by joint unanimous written consent of the directors and shareholders of Parrish Georgia, Inc., a Florida corporation. The only voting group of Parrish Georgia, Inc., a Florida corporation, entitled to vote on adoption of the Plan was the holders of common stock. The number of votes cast by such voting group was sufficient for approval by that group.

FOURTH, the Plan was adopted on August 30, 2001, in accordance with the laws of the State of Georgia, by joint unanimous written consent of the directors and shareholders of Parrish Construction Group, Inc., a Georgia corporation.

FIFTH, the address of the principal office of Parrish Construction Group, Inc., a Georgia corporation, and the Surviving Corporation which is located in the State of Georgia is 221 Industrial Drive, Perry, Houston County, Georgia 31069.

Fax Audit No. H01000096038

Fax Audit No. H01000096038

SIXTH, pursuant to Section 607.1107 of the Florida Act, Parrish Construction Group, Inc., a Georgia corporation, and the Surviving Corporation, hereby appoints the Secretary of State of Florida as its agent for service of process in any proceeding to enforce any obligation or rights of dissenting shareholders of the Merging Corporation, Parrish Georgia, Inc., a Florida corporation.

SEVENTH, pursuant to Section 607.1107 of the Florida Act, Parrish Georgia, Inc., a Georgia corporation, and the Surviving Corporation, hereby agrees to promptly pay to any dissenting shareholders of the Merging Corporation, Parrish Georgia, Inc., a Florida corporation, the amount, if any, they are entitled to under Section 607.1302 of the Florida Act.

EIGHTH, these Articles of Merger comply and were executed in accordance with the laws of the State of Florida and the laws of the State of Georgia.

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Fax Audit No. H01000096038

Fax Audit No. H01000096038

IN WITNESS WHEREOF, these Articles of Merger have been executed by Parrish Georgia, Inc., a Florida corporation, as the Merging Corporation and by Parrish Construction Group, Inc., a Georgia corporation, as the Surviving Corporation, this 30th day of August, 2001.

MERGING CORPORATION

PARRISH GEORGIA, INC., a Florida corporation

By: 

Name: David J. Cyr

Title: President

SURVIVING CORPORATION

PARRISH CONSTRUCTION GROUP, INC., a Georgia corporation

By: 

Name: David J. Cyr

Title: President

Fax Audit No. H01000096038

Fax Audit No. H01000096038

PLAN OF MERGER

This Plan of Merger (the "Plan") dated as of August 30, 2001 provides for the merger of PARRISH GEORGIA, INC., a Florida corporation, with and into PARRISH CONSTRUCTION GROUP, INC., a Georgia corporation as follows:

1. **Merger.** On the Effective Date of the merger, PARRISH GEORGIA, INC., a Florida corporation (the "Merging Corporation"), shall be merged with and into PARRISH CONSTRUCTION GROUP, INC., a Georgia corporation (the "Surviving Corporation"), and the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation. Accordingly, from and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities, liabilities and duties of the Merging Corporation. The parties intend that this agreement shall be construed as a Plan of Reorganization and that the merger will qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.
2. **Effective Date.** The Merger shall become effective at the close of business on the date on which Articles of Merger are filed with the Florida Secretary of State and the Georgia Secretary of State (the "Effective Date").
3. **Cancellation of Merging Corporation Stock.** Each share of common stock of the Merging Corporation which is issued and outstanding on the Effective Date shall be deemed retired and canceled by virtue of the Merger, automatically, without any action on the part of the Merging Corporation or otherwise.
4. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of the Surviving Corporation shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation on and after the Effective Date and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Georgia Business Corporation Code.
5. **Directors and Officers.** The directors and officers of the Surviving Corporation on and after the Effective Date, shall continue to be the directors and officers of the Surviving Corporation, until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.
6. **Effect of Merger.** On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger. If at any time after the Effective Date the Surviving Corporation

Fax Audit No. H01000096038

shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

6. **Abandonment.** This Plan may be abandoned at any time prior to the Effective Time by either the Merging Corporation or the Surviving Corporation, without further shareholder action and, if Articles of Merger have been filed with the Florida Secretary of State and the Articles of Merger with the Georgia Secretary of State, by filing a Notice of Abandonment with such authorities.

7. **Approval.** The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholders of the Merging Corporation in the manner prescribed by Section 607.1103 of the Florida Business Corporation Act and by the shareholders of the Surviving Corporation in the manner prescribed by Section 114-2-1103 of the Georgia Business Corporation Code.

8. **Representations and Warranties of the Merging Corporation.** The Merging Corporation hereby represents and warrants to Surviving Corporation as follows:

Organization. The Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida and is duly qualified to transact business, and is in good standing, in each jurisdiction where the nature of its business or ownership of its properties requires such qualification. No proceeding for the bankruptcy or the liquidation or dissolution of the Merging Corporation is pending or is contemplated.

No Conflict. The execution, delivery and performance of this Agreement will not violate the charter documents of the Merging Corporation or any provision of any agreement or other instrument to which the Merging Corporation is a party or is bound or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any agreement or other instrument.

No Default. The Merging Corporation is not in default under any agreement or obligation entered into by or on behalf of Merging Corporation or to which the Merging Corporation is subject, which defaults would have a materially adverse effect on the Merging Corporation's abilities to perform hereunder.

Fax Audit No. H01000096038

Fax Audit No. H01000096038

Options. As of the date hereof there is no option, agreement or other commitment of any nature outstanding pursuant to which the Merging Corporation is obligated to cause, nor shall Merging Corporation cause or permit the direct or indirect delivery, transfer, mortgage, pledge, charge, lien, hypothecation, encumbrance or assignment of its securities, other than pursuant to the terms of this Plan.

Litigation. There is no litigation or proceeding pending (or to the best knowledge of the Merging Corporation, threatened) against or relating to the Merging Corporation which, if determined adversely to the Merging Corporation, would affect the Merging Corporation's obligations under the terms of this Plan.

Representations and Warranties. No representation or warranty made by the Merging Corporation pursuant to this Plan contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

Consents. No consent or approval (except for those which already have been obtained) is necessary in order to permit the Merging Corporation to execute, deliver and perform the transactions contemplated hereby except where the failure to obtain such consent or approval would not prevent or delay consummation of the transactions contemplated by this Agreement in any material respect or otherwise prevent the Merging Corporation from performing its obligations under this Plan in any material respect.

9. Amendments. The Board of Directors of the Merging Corporation, together with the Board of Directors of the Surviving Corporation may amend this Plan at any time prior to the filing of the Articles of Merger with the Florida Secretary of State and the Georgia Secretary of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Articles of Incorporation to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation.


Fax Audit No. H01000096038

Fax Audit No. H01000096038

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have each executed this Plan, or has caused this Plan to be executed on its behalf by a representative duly authorized, all as of the day and year first above written.

MERGING CORPORATION

PARRISH GEORGIA, INC., a Florida corporation

By: 
Name: David J. Cyr
Title: President

SURVIVING CORPORATION

PARRISH CONSTRUCTION GROUP, INC.,
a Georgia corporation

By: 
Name: David J. Cyr
Title: President

Fax Audit No. H01000096038