

P96000044950

Requester's Name

By 243
J Dennis, MD

City/State

02660

200003203022--1
-04/11/00--01049--001
*****35.00 *****35.00

Office Use Only

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

1. _____
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

mergers
6-1-00
BMS

AMENDMENTS

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

200003203022--1
-05/15/00--01134--003
*****35.00 *****35.00

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

FILED
00 APR 11 PM 12:47
TALLAHASSEE, FLORIDA

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 20, 2000

LOHR CONSTRUCTION CO., INC.
1070 ROUTE 134
SOUTH DENNIS, MA 02660-0243

SUBJECT: LOHR CONSTRUCTION COMPANY
Ref. Number: P96000044950

We have received your document for LOHR CONSTRUCTION COMPANY and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

CORPORATIONS BASIC FEES

Profit and NonProfit
Florida & Foreign Corp.

Filing Fees	\$35.00
Registered Agent Designation	\$35.00
Certified Copy	\$8.75

Certified Copy of any record \$8.75
plus a \$1 per pageover 8 pages not to exceed \$52.50

Reinstatement
Profit corp. \$600.00
Non Profit Corps. \$175.00
Annual Report/Uniform Business Report \$61.25
plus Supplemental Fee of \$88.75 (profits only)

Articles of Correction	\$35.00
Revocation of Dissolution	\$35.00
Dissolution & Withdrawal	\$35.00
Amendment of any record	\$35.00

Certificate of Status	\$ 8.75
Foreign Name Registration	\$87.50
Foreign Name Renewal	\$87.50
Merger	\$35.00 for each party
Substitute Service of process (Chapter 48)	\$8.75
Registered Agent Change	\$35.00
Registered Agent Resignations	
Active Corporations	\$87.50
Inactive Corporations	\$35.00
Resignation of Officer/Director	\$35.00
Trade & Service Marks	\$87.50 per class
Trade & Service Marks Renewals	\$87.50 per class
Trade & Service Mark Assignments	\$50.00

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) 487-6957.

Doug Spitler
Document Specialist

Letter Number: 400A00021863

ARTICLES OF MERGER
Merger Sheet

MERGING:

LOHR CONSTRUCTION COMPANY, a Florida corporation, P96000044950

INTO

LOHR CONSTRUCTION CO., INC., a Massachusetts corporation not qualified
in Florida.

File date: April 11, 2000

Corporate Specialist: Doug Spitler

FILED
00 APR 11 PM 12:47
CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382 and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____	FEI Number: _____	
2. Lohr Construction Company 1177 George Bush Blvd. Delray Beach FL 33483	Florida	C Corporation
Florida Document/Registration Number: P96000044950	FEI Number: 65-0690511	
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____	FEI Number: _____	
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____	FEI Number: _____	

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Lohr Construction Co., Inc.</u> <u>1070 Route 134</u> <u>South Dennis</u> <u>MA 02660-0243</u>	<u>Massachusetts</u>	<u>C Corporation</u>
Florida Document/Registration Number: <u>N/A</u>		FEI Number: <u>04-2298584</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

Name

Jurisdiction

Lohr Construction Company

Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

Name

Jurisdiction

Lohr Construction Co., Inc.

Massachusetts

THIRD: The terms and conditions of the merger are as follows:

Per Agreement dated April 1, 2000 attached hereto:

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

Per Agreement dated April 1, 2000
Attached hereto

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Per Agreement dated April 1, 2000
Attached hereto

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

N/A

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Commonwealth of Massachusetts
Articles of Merger
Dated April 1, 2000
Attached hereto

EIGHTH: Other provisions, if any, relating to the merger:

None

(Attach additional sheet(s) if necessary)

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

April 30, 2000

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

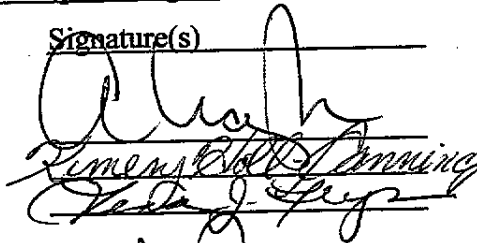
(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

Lohr Construction Co., Inc.

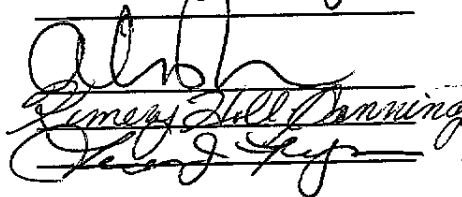


A. Craig Lohr

Kimery Holl-Canning

Teresa J. Flynn

Lohr Construction Company



A. Craig Lohr

Kimery Holl-Canning

Teresa J. Flynn

(Attach additional sheet(s) if necessary)

AGREEMENT

AGREEMENT dated this first day of April, 2000, by and between Lohr Construction Co., Inc., a Massachusetts corporation having its usual place of business in South Dennis, Massachusetts (hereinafter referred to as LCCMA) and Lohr Construction Company, a Florida corporation having its usual place of business in Delray Beach, Florida (hereinafter referred to as LCCFL).

WHEREAS, the respective Boards of Directors of LCCMA and LCCFL have determined that it is advisable and in the best interests of such corporations and their common shareholders that LCCFL be merged into LCCMA; which such shall be the surviving corporation in the merger.

NOW, THEREFORE, it is agreed as follows:

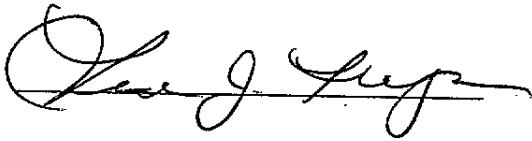
1. LCCMA and LCCFL will cause special meetings of their respective shareholders to be called and held to consider and vote on the merger of LCCFL into LCCMA on the terms and conditions hereinafter set forth. If the merger is approved by the shareholders of LCCMA and LCCFL in accordance with the laws of Commonwealth of Massachusetts and the State of Florida, then the necessary Articles of Merger shall be filed with the Commonwealth of Massachusetts and the State of Florida. The effective date of the merger shall be ~~May 1, 2000~~ April 30, 2000. *OK*
2. The corporate name of LCCMA, the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights, and immunities shall be unaffected and unimpaired by the merger. On the effective date of the merger, the separate existence and corporate organization of LCCFL, except insofar as it may continued by statute, shall cease.
3. The Articles of Organization of LCCMA, as originally filed and recorded on April 4, 1962, and including duly filed and recorded amendments up to and including this date, shall, on the effective date of the merger, be the Articles of Organization of the surviving corporation until further altered, amended, or repealed as provided by law. The By-laws of LCCMA in effect on the effective date of merger shall be the by-laws of the surviving corporation until amended, rescinded, or repealed as provided therein or by law.
4. The officers and directors of LCCMA on the effective date of the merger shall continue to be the officers and directors of the surviving corporation for the terms for which they were elected, and until their successors are elected and qualified as provided by law and the by-laws of the surviving corporation.
5. On the effective date of the merger, 22,868 common shares of LCCFL which shall be issued and outstanding, shall be converted into 0.0588 fractional shares of the common Class A stock of LCCMA; and 10,210 common shares of LCCFL which shall be issued and outstanding, shall be converted into 0.0588 fractional shares of the common Class B stock of LCCMA. Each share of LCCFL which shall be owned by LCCMA shall be cancelled and all rights with respect thereto shall cease.
6. On the effective date of the merger, all of the estate, property, rights, privileges, powers, franchises, and interests of each of the constituent corporations and all of their property, real and personal, and mixed, and all debts due on whatever account of either of them shall be vested in LCCMA as the surviving corporation, without further act or deed; and all claims, demands, property, and every other interest shall be as effectually the property of LCCMA as the surviving corporation as they were of the constituent corporations, and the title to all real estate vested in either of the constituent corporations shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in LCCMA as the surviving corporation.
7. To the extent permitted by law, from time to time, and when requested by LCCMA or by its successors or assigns, LCCFL shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as LCCMA may deem necessary or desirable, in order to vest in and confirm to LCCMA title, and possession of, any property of LCCFL acquired by reason of or as a result of the merger herein provided for, and otherwise carry out the intent and purposes thereof, and the proper officers and

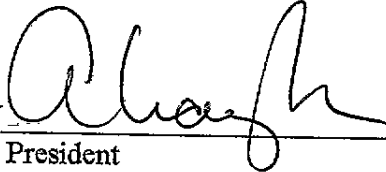
directors of LCCFL and the proper officers and directors of LCCMA will take any and all such action to consummate the merger of the two corporations.

IN WITNESS WHEREOF, LCCMA and LCCFL have caused this agreement to be executed by their duly authorized officers.

ATTEST:

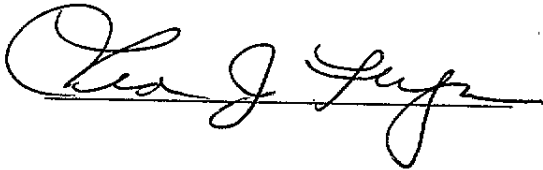
LOHR CONSTRUCTION CO., INC.

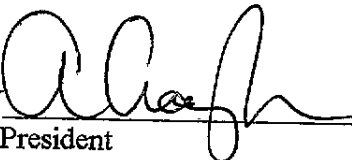


BY 
President

ATTEST:

LOHR CONSTRUCTION COMPANY



BY 
President

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ~~CONSOLIDATION~~ / *MERGER
(General Laws, Chapter 156B, Section 78)

*~~Consolidation~~ / *merger of

Lohr Construction Co., Inc.

Lohr Construction Company

the constituent corporations, into

Lohr Construction Co., Inc.

~~XXXXXXXXXX~~ / *one of the constituent corporations.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~XXXXXXXXXX~~ / *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 78, and will be kept as provided by Subsection (d) thereof. The ~~XXXXXXXXXX~~ / *surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~ / *merger determined pursuant to the agreement of ~~consolidation~~ / *merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:

3. (For a merger)

**The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

None, SEE AGREEMENT DATED APRIL 1, 2000 ATTACHED

*Delete the inapplicable word.

**If there are no provisions state "None".

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.

4. The information contained in Item 4 is *not* a *permanent* part of the Articles of Organization of the ~~resulting~~ / *surviving* corporation.

(a) The street address of the ~~resulting~~ / *surviving* corporation in Massachusetts is: (*post office boxes are not acceptable*)
1070 Route 134, South Dennis, MA 02660-0243

(b) The name, residential address, and post office address of each director and officer of the ~~resulting~~ / *surviving* corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	A. Craig Lohr	57 Paddocks Path, Dennis, MA	P.O. Box 243, S.Dennis, MA 02660
Treasurer:	Kimery Holl-Canning	57 Paddocks Path, Dennis, MA	P.O. Box 20, Dennis, MA 02638
Clerk:	Teresa J. Flynn	65 Indian Pond Rd., W.Dennis, MA	P.O. Box 1074, S.Dennis, MA 02660
Directors:	A. Craig Lohr	57 Paddocks Path, Dennis, MA	P.O. Box 243, S.Dennis, MA 02660
	Kimery Holl-Canning	57 Paddocks Path, Dennis, MA	P.O. Box 20, Dennis, MA 02638
	Teresa J. Flynn	65 Indian Pond Rd, W.Dennis, MA	P.O. Box 1074, S.Dennis, MA 02660

(c) The fiscal year (i.e. tax year) of the ~~resulting~~ / *surviving* corporation shall end on the last day of the month of: April

(d) The name and business address of the resident agent, if any, of the ~~resulting~~ / *surviving* corporation is:
A CRAIG LOHR, 1070 RTE 134, SOUTH DENNIS, MA 02660-0243

The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of ~~consolidation~~ / *merger* has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.

A. Craig Lohr

, *President / ~~Vice President~~

Teresa J. Flynn

, *Clerk / ~~Assistant Clerk~~

of Lohr Construction Co., Inc.
(Name of constituent corporation)

A. Craig Lohr

, *President / ~~Vice President~~

Teresa J. Flynn

Secretary
, *Clerk / ~~Assistant Clerk~~

of Lohr Construction Company
(Name of constituent corporation)