

P96000104573

(Requestor's Name)

(Address)

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PICK-UP WAIT MAIL

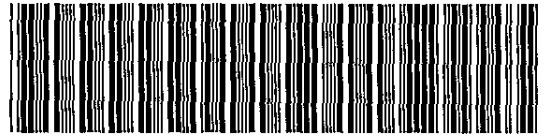
(Business Entity Name)

(Document Number)

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Merge

12/31/02--01020--014 **70.00

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02 DEC 31 AM 0:22
DIVISION OF CORPORATIONS

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02 DEC 31 PM 1:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12/31/02

ARTICLES OF MERGER
Merger Sheet

MERGING:

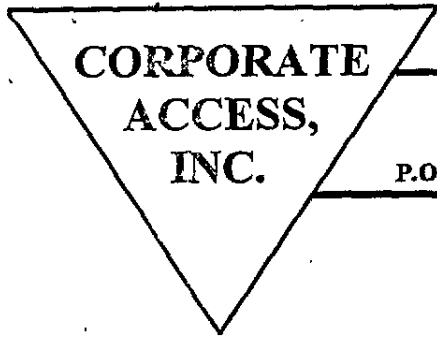
BMC INVESTMENTS, INC., a Florida corporation P96000104573
,

INTO

BMC INVESTMENTS, INC., a Tennessee entity not qualified in Florida.

File date: December 31, 2002

Corporate Specialist: Annette Ramsey



236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP 12-31-02 Kelly ☺

CERTIFIED COPY _____

CUS _____

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FILING

Merger

1.) B m c Investments Inc.
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

ARTICLES OF MERGER
(Profit Corporations)

FILED
02 DEC 31 PM 4: 22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>BMC INVESTMENTS, INC.</u>	<u>TENNESSEE</u>	<u>0438968</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>BMC INVESTMENTS, INC.</u>	<u>FLORIDA</u>	<u>P96000104573</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 ____/____/____ (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 December 30, 2002.

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 December 30, 2002.

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)

EXHIBIT "A"
PLAN OF MERGER

This Plan of Merger (the "Plan") made and entered into on the 30th day of December, 2002, by and between BMC Investments, Inc., a Florida corporation ("BMC Florida") and BMC Investments, Inc., a Tennessee corporation ("BMC Tennessee").

WITNESSETH:

WHEREAS, BMC Florida and BMC Tennessee desire to merge on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 Manner of Merger. At the Effective Time (as defined herein), BMC Florida shall merge with and into BMC Tennessee (the "Merger"), the separate existence of BMC Florida shall cease, and BMC Tennessee (the "Surviving Corporation") shall be the survivor of the Merger and shall continue its existence under the laws of the State of Tennessee, with the name of "BMC Investments, Inc."

1.2 Time of the Merger. As used herein the term "Effective Time" means the effective time of the Merger, which shall be on December 31, 2002 and shall be stated in the Articles of Merger of BMC Florida into BMC Tennessee, to be filed with the Secretaries of State of Florida and Tennessee to effectuate the Merger. (BMC Florida and BMC Tennessee, the parties to the Merger, are sometimes referred to herein as the "Constituent Corporations").

1.3 The Effect of the Merger. From and after the Effective Time:

(a) The Surviving Corporation shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well of a private nature, of each Constituent Corporation, and all obligations belonging to or due to each Constituent Corporation, all of which are vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest in the real estate vested in any Constituent Corporation shall not revert or in any way be impaired by reason of such Merger.

(b) The Surviving Corporation shall be liable for all the obligations of each Constituent Corporation, including liability to dissenting shareholders. Any claim existing or

any action or proceeding pending by or against any Constituent Corporation may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place.

(c) All the rights of creditors of each Constituent Corporation are preserved unimpaired, and all liens upon the property of either Constituent Corporation are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time of the Merger.

1.4 Manner and Basis of Conversion of Shares.

(a) Existing Shares of BMC Tennessee. Each common share of BMC Tennessee issued and outstanding immediately prior to the Effective Time shall continue to constitute one issued and outstanding common share of BMC Tennessee, as the Surviving Corporation, after the Merger.

(b) Existing Shares of BMC Florida. Each share of common stock of BMC Florida issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, be automatically converted into one issued and outstanding common shares of BMC Tennessee, as the Surviving Corporation, after the Merger.

(c) Surrender and Exchange of Stock Certificates of BMC Tennessee. Each certificate representing issued and outstanding common stock of BMC Tennessee immediately prior to the Effective Time ("BMC Tennessee Certificates") shall immediately after the Effective Time, for all purposes, be deemed to evidence the ownership of issued and outstanding common shares of the Surviving Corporation, in the amounts described in paragraph 1.4(b) above.

1.5 Effect on Articles of Incorporation, Bylaws, Officers, and Directors of Surviving Corporation. The Articles of Incorporation, Bylaws, officers, and directors of BMC Tennessee immediately prior to the Effective Time of the Merger shall continue to be the Articles of Incorporation, Bylaws, officers, and directors of BMC Tennessee, as the Surviving Corporation, immediately after the Effective Time of the Merger, until otherwise lawfully changed.

1.6 Further Assurances. BMC Florida hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to 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 the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of BMC Florida acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out

the intent and purposes hereof, and the officers and directors of BMC Florida immediately prior to the Effective Time are fully authorized in the name of BMC Florida take any and all such action.

ARTICLE II

CAPITALIZATION OF THE CONSTITUENT CORPORATIONS

2.1 Capitalization of BMC Florida. BMC Florida represents and warrants to BMC Tennessee that on the date hereof, and immediately prior to the Effective Time, the capitalization of Precision consists solely of 100 shares of common stock, \$1.00 par value per share, of which 100 are duly authorized, validly issued, fully paid, and non-assessable. On the date hereof there is not, and immediately prior to the Effective Time there will not be, any other capital stock or equity securities of BMC Florida of any class or description, or any options, rights, warrants or securities to acquire, or which are convertible into, any other capital stock or equity securities of BMC Florida of any class or description, either issued or outstanding.

2.1 Capitalization of BMC Tennessee. BMC Tennessee represents and warrants to BMC Florida that (i) on the date hereof and immediately prior to the Effective Time, the capitalization of BMC Tennessee consists of 100 shares of common shares, \$1.00 par value per share, of which 100 shares are duly authorized, validly issued, fully paid, and non-assessable. On the date hereof there is not, and immediately prior to the Effective Time there will not be, any other capital stock or equity securities of BMC Tennessee of any class or description, or any options, rights, warrants or securities to acquire, or which are convertible into, any other capital stock or equity securities of BMC Tennessee of any class or description, either issued or outstanding.

ARTICLE III

AMENDMENT AND TERMINATION

3.1. Amendment. The sole Director and sole Stockholder of the Constituent Corporations may amend, modify or supplement this Agreement at any time prior to the Effective Time; provided, however, that any amendment, modification or supplement made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not (unless approved by the stockholders of both parties hereto):(i) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or in conversion of any of the shares of the parties hereto, or (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation.

3.2 Automatic Termination. This Agreement will automatically terminate if the Merger has not occurred within one-hundred and twenty (120) days after the date hereof.

3.3 Mutual Termination. This Agreement may be terminated and abandoned, at any time prior to the Effective Time, by a resolution to do so, duly adopted by the sole Director and sole Stockholder of each Constituent Corporation.

ARTICLE IV

MISCELLANEOUS TERMS

4.1 Parties. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

4.2 Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party hereto.

4.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument.

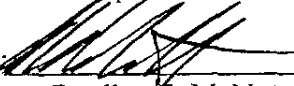
4.4 Sections and Other Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

4.5 Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

4.6 Modification, Amendment, Etc. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

BMC INVESTMENTS, INC.,
a Florida corporation

BY: 
Bradley E. McNutt, President

BMC INVESTMENTS, INC.,
a Tennessee corporation

BY: 

Bradley E. McNutt, President