

P97000104008

SHAYNE & GREENWALD CO. LPA
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May 23, 2001

Via Overnight Delivery

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

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-05/24/01--01093--005
*****70.00 *****70.00


Re: Merger of A.B. Doors, Inc. and Absolute Budget Garage Doors, Inc.

Dear Sir/Madam:

Enclosed please find the Articles of Merger for the above referenced companies along with the \$70.00 filing fee. Please file the Articles and return a time stamped copy to me in the overnight envelope enclosed. If you have any questions, please contact me at your convenience.

Very truly yours,

SHAYNE & GREENWALD CO., L.P.A.


Timothy J. Eschbacher

*Merger
6-11-01
TJS*

FILED
01 MAY 24 AM 8:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TJE:tg

Enclosures

EFFECTIVE DATE
05-25-01

F:\0040\0040.002\Florida.ltr
May 23, 2001 (2:15PM)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

Corrected and returned
for filing 6-7-01
T.C.

June 5, 2001

SHAYNE & GREENWALD CO. LPA
ATTN: TIMOTHY J. ESCHBACHER
221 SOUTH HIGH STREET
COLUMBUS, OH 43215-4503

SUBJECT: ABSOLUTE BUDGET GARAGE DOORS, INC.
Ref. Number: P97000104008

We have received your document for ABSOLUTE BUDGET GARAGE DOORS, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Articles of Merger must have one survivor and one merging corporation if there are just two corporations involved. You have changed the name of the survivor in the Plan of Merger.

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 Spittler
Document Specialist

Letter Number: 401A00034223

RECEIVED
01 JUN -8 AM 9:41
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

A.B. DOORS, INC., an Ohio corporation not qualified in Florida

INTO

ABSOLUTE BUDGET GARAGE DOORS, INC. which changed its name to
ABN SERVICES, INC., a Florida entity, P97000104008.

File date: May 24, 2001 , effective May 25, 2001

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER

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 is Absolute Budget Garage Doors, Inc., a Florida corporation.

SECOND: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
A.B. Doors, Inc.	Ohio
Absolute Budget Garage Doors, Inc.	Florida

FILED
01 MAY 24 AM 8:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on May 25, 2001.

FIFTH: Adoption of Merger by surviving corporation - The Plan of Merger was adopted by the shareholders of the surviving corporation on May 18, 2001.

SIXTH: Adoption of Merger by merging corporation - The Plan of Merger was adopted by the shareholders of the merging corporation on May 18, 2001.

ABSOLUTE BUDGET GARAGE DOORS, INC.

A.B. DOORS, INC.

By: David E. Boles

By: Michael H. Avey

Its: Vice-President

Its: Vice-President

Print: David E. Boles

Print: Michael H. Avey

Date: 05/18/01

Date: 05/22/01

EFFECTIVE DATE
05-25-01

**AGREEMENT OF MERGER
AND PLAN OF MERGER AND REORGANIZATION**

This is an Agreement of Merger and Plan of Merger and Reorganization made effective the 21st day of May, 2001 ("Agreement"), between A.B. Doors, Inc., an Ohio corporation the principal office of which is at 5641 Breshly Way, Westerville, OH 43081 (hereinafter called "A.B. Doors"), and Absolute Budget Garage Doors, Inc., a Florida corporation the principal office of which is at 3406 Kilmer Drive, Plant City, Florida 33567. (hereinafter called "Absolute Budget"), said corporations being together hereinafter sometimes called the "constituent corporations."

RECITALS

1. The Articles of Incorporation of A.B. Doors were filed in the office of the Secretary of State of Ohio on November 20, 2000, Document Number 200033302143 of the Records of Incorporations and Miscellaneous Filings in said office. A.B. Doors is authorized to issue 500 common shares without par value of which 350 shares are now outstanding.
2. The Articles of Incorporation of Absolute Budget were filed in the office of the Secretary of State of Florida on December 10, 1997, Document Number P87000104008 of the Records of Incorporations and Miscellaneous Filings in said office. Absolute Budget is authorized to issue 8000 common shares without par value, of which 95 shares are now outstanding.
3. The respective boards of directors and shareholders of the constituent corporations deem it advisable for the general welfare of its shareholders that the constituent corporations be merged under the General Corporation Law of Ohio pursuant to 1701.79 and the Business Corporation Act of Florida pursuant to 607.1101, into a single corporation pursuant to this Agreement, and the respective boards of directors and shareholders at meetings duly called and held have approved this Agreement.
4. Whereas the constituent corporations desire to adopt this Agreement as a Plan of Reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986;

Now, therefore, in consideration of the premises and of the mutual agreements and promises set forth below the constituent corporations do hereby agree that A.B. Doors be merged with and into Absolute Budget, hereinafter sometimes called the "Surviving Corporation"; and that the terms and conditions of the merger, the mode of carrying it into effect, and the manner and basis of converting the shares of A.B. Doors into shares of the Surviving Corporation are and shall be as follows:

FIRST The name of the Surviving Corporation shall be ABN Services, Inc., a Florida corporation, with a principal address of 3406 Kilmer Drive, Plant City, Florida 33567.

SECOND The name and jurisdiction of each merging corporation is as follows:

- (a) A.B. Doors, Inc., an Ohio corporation
- (b) Absolute Budget Garage Doors, Inc., a Florida corporation

THIRD At the effective date of the merger the amount of stated capital of the Surviving Corporation shall be \$0.00.

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

- (a) The present regulations of Absolute Budget shall be the regulations of the Surviving Corporation until changed or repealed according to the provisions of those regulations.
- (b) The articles of incorporation of Absolute Budget shall be the articles of incorporation of the Surviving Corporation, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Florida.
- (c) Lisa B. Kain, whose address is 3406 Kilmer Drive, in the city of Plant City, Florida 33567, a natural person and resident of Florida is the statutory agent of the Surviving Corporation on whom any process, notice or demand against the Surviving Corporation or either of the constituent corporations may be served.
- (d) As promptly as practicable after the effective date of the merger, each holder of an outstanding certificate or certificates theretofore representing shares of A.B. Doors stock shall surrender the same to the acting Secretary of Absolute Budget and shall receive in exchange a certificate or certificates representing the number of full shares of Absolute Budget stock into which the shares of A.B. Doors stock represented by the certificate or certificates shall have been converted.
- (e) Until surrendered, each outstanding certificate that, prior to the effective date of the merger, represented A.B. Doors stock shall be deemed for all purposes, other than the payment of distributions, to evidence ownership of the whole number of shares of Absolute Budget stock into which it was converted, and no distribution payable to holders of Absolute Budget stock as of any date subsequent to the effective date of the merger shall be paid to the holders of outstanding certificates theretofore representing shares of A.B. Doors stock; provided, however, that upon surrender and exchange of such outstanding certificates, there shall be paid to the record holders of the certificates issued in exchange therefore the amount, without interest thereon, of distributions that would have been payable with respect to the shares of Absolute Budget stock represented thereby.

(f) On the effective date of the merger, the separate existence of A.B. Doors shall cease (except insofar as continued by statute), and it shall be merged with and into the Surviving Corporation. All the property, real, personal, and mixed, of each of the constituent corporations, and all debts due to either of them, shall be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations, of each of the constituent corporations, and any claim or judgment against either of the constituent corporations may be enforced against the Surviving Corporation.

FIFTH The mode of carrying into effect the merger and the manner and basis of converting the shares of A.B. Doors into the shares of the Surviving Corporation are as follows:

(a) Every sixty two (62) outstanding shares of the common stock of A.B. Doors shall be and hereby are converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation.

(b) All present shareholders of Absolute Budget shall retain the share certificates now held by them, which certificates shall represent a like number of shares (of the same classes respectively) of the Surviving Corporation.

(c) Fractional shares of Absolute Budget stock shall not be issued, but in lieu thereof, shareholders who would otherwise be entitled to fractional shares shall round up and receive an additional full share of Absolute Budget stock.

SIXTH The merger shall become effective on May 25, 2001.

SEVENTH The amount of the earned surplus of the Surviving Corporation shall be the combined total of the earned surplus of the constituent corporations as of the time the merger becomes effective.

EIGHTH The Surviving Corporation shall transact business in Ohio as a foreign corporation. The Surviving Corporation hereby appoints Michael H. Avey, 5641 Breshly Way, Westerville, OH 43081 as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Corporation any obligation of any Ohio constituent corporation, or to enforce the rights of a dissenting shareholder of any Ohio constituent corporation.

NINTH The Surviving Corporation hereby irrevocably consents to be sued and served with process in the State of Ohio on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the

agent cannot be found, the Surviving Corporation fails to designate another agent when required to do so or the Surviving Corporation's license to do business in Ohio expires or is canceled.

TENTH A.B. Doors represents and warrants that:

- (a) A.B. Doors is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.
- (b) A.B. Doors has no subsidiaries.
- (c) Except as heretofore disclosed in writing by A.B. Doors to Absolute Budget, there has been no material adverse change in the business, properties, or financial condition of A.B. Doors since November 20, 2000.
- (d) Except as heretofore disclosed in writing by A.B. Doors to Absolute Budget, there is no litigation, proceeding, or investigation pending or, to the knowledge of A.B. Doors, threatened against A.B. Doors that, if successful, might result in a material adverse change in the business, properties, or financial condition of A.B. Doors or which questions the validity or legality of this Agreement or of any action take or to be taken by A.B. Doors in connection with this Agreement.
- (e) Except as heretofore disclosed in writing by A.B. Doors to Absolute Budget, A.B. Doors is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement.
- (f) A.B. Doors has good and marketable title to all the real property and good and valid title to all other property in its possession except as heretofore disclosed in writing by A.B. Doors to Absolute Budget.
- (g) Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of A.B. Doors is subject or by which A.B. Doors is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on A.B. Doors' properties, business operations, or financial condition.

ELEVENTH Absolute Budget represents and warrants that:

- (a) Absolute Budget is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.
- (b) Absolute Budget has no subsidiaries.
- (c) Except as heretofore disclosed in writing by Absolute Budget to A.B. Doors, there has been no material adverse change in the business, properties, or financial condition of Absolute Budget since December 10, 1997.
- (d) Except as heretofore disclosed in writing by Absolute Budget to A.B. Doors, there is no litigation, proceeding, or investigation pending or, to the knowledge of Absolute Budget, threatened against Absolute Budget that, if successful, might result in a material adverse change in the business, properties, or financial condition of Absolute Budget or which questions the validity or legality of this Agreement or of any action take or to be taken by Absolute Budget in connection with this Agreement.
- (e) Except as heretofore disclosed in writing by Absolute Budget to A.B. Doors, Absolute Budget is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement.
- (f) Absolute Budget has good and marketable title to all the real property and good and valid title to all other property in its possession except as heretofore disclosed in writing by Absolute Budget to A.B. Doors.
- (g) Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Absolute Budget is subject or by which Absolute Budget is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Absolute Budget's properties, business operations, or financial condition.

TWELFTH This Agreement may be terminated, subject to state law, at any time prior to the merger becoming effective:

- (a) by mutual agreement of the boards of directors of the constituent corporations; or
- (b) by the board of directors of either A.B. Doors or Absolute Budget if the merger shall not have become effective on or prior to May 31, 2001; or

(c) by the board of directors of either A.B. Doors or Absolute Budget if any legal or administrative action or proceedings relating to the merger have been instituted or threatened in any court or by or before any governmental agency; or

(d) by the board of directors of Absolute Budget if there has been, in its judgment, a material adverse change in the business, financial condition or operations of A.B. Doors.

THIRTEENTH Until the election and qualification of their successors, the members of the board of directors of the Surviving Corporation shall be the board of directors of Absolute Budget in office on the effective date of the merger. The elected officers of the Surviving Corporation, who shall continue in office at the pleasure of the board of directors of the Surviving Corporation, shall be the elected officers of Absolute Budget on the effective date of the merger.

FOURTEENTH The Surviving Corporation shall be governed by the laws of the State of Florida.

FIFTEENTH Amendments to the articles of incorporation of the Surviving Corporation are as follows:

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ABSOLUTE BUDGET GARAGE DOORS, INC.

Pursuant to the provisions of sections 607.1101 and 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

First: Article I is deleted in its entirety and replaced with the following:

The name of the corporation is **ABN Services, Inc.** The principal place of business of this corporation shall be 3406 Kilmer Drive, Plant City, Florida 33567.

Second: The date of each amendment's adoption is May 18, 2001.

Third: Adoption of the amendments were approved by the shareholders. The number of votes cast for the amendments were sufficient for approval.

SIXTEENTH This Agreement may be signed in any number of duplicate copies, and all signed duplicate copies shall be deemed to constitute an original instrument.

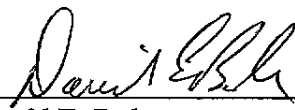
In Witness Whereof, the constituent corporations have caused this Agreement to be signed in their respective corporate names by their respective officers, thereunto duly authorized by their respective boards of directors and shareholders.

A.B. DOORS, INC.

By: 
Michael H. Avey

Its: Vice-President

ABSOLUTE BUDGET GARAGE DOORS,
INC.

By: 
David E. Boles

Its: Vice-President