

P99000054702



ACCOUNT NO. : 072100000032

REFERENCE : 530942 4322291

AUTHORIZATION :

COST LIMIT : \$ 78.75

Patricia Pizito

FILED
DEC 28 PM 4:23
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE

ORDER DATE : December 28, 1999

ORDER TIME : 12:03 PM

ORDER NO. : 530942-010

CUSTOMER NO: 4322291

CUSTOMER: Mr. Joshua Berman
Powell Goldstein Frazer &
191 Peachtree St., N.e.
16th Floor
Atlanta, GA 30303

Merger

800003081958--7

ARTICLES OF MERGER

MIDDELTHON INVESTMENTS, INC.

INTO

MIDDELTHON INVESTMENTS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Christine Lillich
EXAMINER'S INITIALS:

RECEIVED
99 DEC 28 PM 1:02
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

[Signature]
1/3/00

*02250, 00561, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIDDELTHON INVESTMENTS, INC., a Florida corporation P99000054702

,

INTO

MIDDELTHON INVESTMENTS, INC., a Delaware corporation not qualified in
Florida

File date: December 28, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 29, 1999

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: MIDDELTHON INVESTMENTS, INC.
Ref. Number: P99000054702

RESUBMIT

Please give original
submission date as file date.

We have received your document for MIDDELTHON INVESTMENTS, INC. and the authorization to debit your account in the amount of \$78.75. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 499A00060677

RECEIVED
99 DEC 30 PM 1:50
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES AND CERTIFICATE OF MERGER

of

MIDDELTHON INVESTMENTS, INC.
(a Florida corporation)

WITH AND INTO

MIDDELTHON INVESTMENTS, INC.
(a Delaware corporation)

99 DEC 28 PM 4: 23
FILED
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

MIDDELTHON INVESTMENTS, INC., a Delaware corporation, hereby certifies that:

I.

The name and state of incorporation of each of the constituent entities are:

- (a) Middelthon Investments, Inc., a Florida corporation ("Middelthon Florida"); and
- (b) Middelthon Investments, Inc., a Delaware corporation ("Middelthon Delaware").

II.

An Agreement and Plan of Merger dated December 23, 1999 (the "Agreement and Plan of Merger") has been duly approved, adopted, certified, executed and acknowledged by Middelthon Florida and Middelthon Delaware in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware and Section 607 of the Florida General Corporation Act. This action was taken by the Board of Directors of Middelthon Investments, Inc. (a Florida corporation) and Middelthon Investments, Inc. (a Delaware corporation) on December 23, 1999 and no vote of the Shareholders was required.

III.

A true and correct copy of the executed Agreement and Plan of Merger is attached hereto and incorporate by reference herein.

IV.

Under the Agreement and Plan of Merger, Middelthon Delaware shall be the surviving corporation (the "Surviving Corporation") of the merger and will be governed by the laws of the State of Delaware. The name of the Surviving Corporation shall remain Middelthon Investments, Inc.

V.

The Certificate of Incorporation of Middelthon Delaware, with no changes thereto arising from the merger, shall be the Certificate of Incorporation of the Surviving Corporation.

VI.

The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is as follows:

3498 Nancy Creek Road
Atlanta, Georgia 30327

VII.

A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, upon request and without cost, to any stockholder of Middelthon Florida or Middelthon Delaware.

VIII.

The authorized capital stock of Middelthon Florida is One Thousand (1,000) shares of common stock, no par value.

IX.

The authorized capital stock of Middelthon Delaware is One Thousand (1,000) shares of common stock, no par value.

X.

The merger shall be effective at 9:00 a.m., Dover, Delaware time, on December 28, 1999.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Certificate of Merger has been executed by the duly authorized officers of both Middelthon Delaware and Middelthon Florida on this 23rd day of December, 1999.

MIDDELTHON INVESTMENTS, INC.
a Delaware corporation

By: D. Matthew Middelthon
Name: D. Matthew Middelthon
Title: President

MIDDELTHON INVESTMENTS, INC.
a Florida corporation

By: D. Matthew Middelthon
Name: D. Matthew Middelthon
Title: President

AGREEMENT AND PLAN OF MERGER

OF

MIDDELTHON INVESTMENTS, INC.
(a Florida corporation)

WITH AND INTO

MIDDELTHON INVESTMENTS, INC.
(a Delaware corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 23rd day of December, 1999 pursuant to Section 252 of the General Corporation Law of the State of Delaware and Section 607 of the Florida General Corporation Act, by and between **MIDDELTHON INVESTMENTS, INC.**, a Florida corporation ("Middelthon Florida"), and **MIDDELTHON INVESTMENTS, INC.**, a Delaware corporation ("Middelthon Delaware") (hereinafter, Middelthon Florida and Middelthon Delaware will be collectively referred to as the "Constituent Corporations").

WHEREAS, Middelthon Florida has authorized capitalization consisting of one thousand (1,000) shares of common stock, no par value ("Middelthon Florida Common Stock");

WHEREAS, Middelthon Delaware has authorized capitalization consisting of one thousand (1,000) shares of common stock, no par value ("Middelthon Delaware Common Stock");

WHEREAS, the Boards of Directors of Middelthon Florida and Middelthon Delaware have approved this Agreement and the merger contemplated hereby;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, and in accordance with the applicable provisions of the General Corporate Law of the State of Delaware (the "Delaware Act") and the Florida General Corporation Act (the "Florida Act"), the parties hereto hereby agree as follows:

1. Merger

1.1 At the Effective Time (as hereinafter defined), Middelthon Florida shall be merged with and into Middelthon Delaware and Middelthon Delaware shall survive the merger (the "Merger"); the Merger shall in all respects have the effect provided for in the Florida Act and Delaware Act and this Agreement.

1.2 Middelthon Delaware, the corporation surviving the Merger (sometimes referred to herein as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware.

1.3 Without limiting the foregoing, on and after the Effective Time, the separate existence of Middelthon Florida shall cease, and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public or private nature, of each of the Constituent Corporations; and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to either of the Constituent Corporations shall be taken and deemed to be transferred to and invested in the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Corporation as they were of the respective Constituent Corporations and the title to any real estate, whether by deed or otherwise, vested in either of said Constituent Corporations shall not revert or be in any way impaired by reason of this Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending by or against either of said Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon property of either of the Constituent Corporations shall be impaired by the Merger.

1.4 Prior to and from and after the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Middelthon Florida, the last acting officers of Middelthon Florida, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

2. Terms of Transaction

Upon the Effective Time, by virtue of the Merger:

(a) Each share of Middelthon Delaware Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and all certificates representing such shares shall be cancelled and no cash or securities or other property shall be issued in respect thereof.

(b) Each share of Middelthon Florida Common Stock outstanding immediately prior to the Effective Time shall be converted into one share of Middelthon Delaware, which shall be the Common Stock of the Surviving Corporation.

3. Directors and Officers

At the Effective Time, the persons who are directors and officers of Middelthon Florida immediately prior to the Effective Time shall serve and continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Articles of

Incorporation and Bylaws of the Surviving Corporation until their successors are elected and qualified or their earlier resignation, removal or death.

4. Charter and Bylaws

4.1 From and after the Effective Time, the Articles of Incorporation of Middelthon Delaware as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Time, the Bylaws of Middelthon Delaware as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

5. Effectiveness of Merger

Upon the execution of this Agreement, a Certificate of Merger shall be filed in accordance with the laws of the State of Delaware. The Merger shall become effective upon the filing of the Certificate of Merger, which shall be December 28, 1999 (the "Effective Time").

6. Termination

At any time prior to the filing of a Certificate of Merger with the Secretary of State of Delaware, the Board of Directors of Middlethon Florida or the Board of Directors of Middlethon Delaware terminate and abandon this Agreement notwithstanding earlier approval by such Board or favorable action on the Merger by the shareholders of the Constituent Corporations.

7. Shareholder Agreement

The existing Shareholder Agreement by and between the Shareholders of Middelthon Florida shall govern the stock of Middelthon Delaware received by such Shareholders in the merger.

8. Miscellaneous

8.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.

8.2 Except as otherwise provided in this Agreement, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, each Constituent Corporation has caused this Agreement to be executed on its behalf by its duly authorized officer, as of the date hereinabove first written.

MIDDELTHON INVESTMENTS, INC.
a Florida corporation

By: D. Matthew Middelthon
Name: D. Matthew Middelthon
Title: President

MIDDELTHON INVESTMENTS, INC.
a Delaware corporation

By: D. Matthew Middelthon
Name: D. Matthew Middelthon
Title: President