

V00479

Florida Filing
Requestor's Name

9/30

Address

City/State/Zip

668438
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Pioneer Concrete Tile, Inc into
(Corporation Name) (Document #)
2. Serrinotta Holdings, Inc
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

98 SEP 30 PM 1:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

700002652597--5
-09/30/98-01068-008
*****70.00 *****70.00

700002652597--5
-09/30/98-01068-009
****175.00 *****52.50

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

Jee 10/1

ARTICLES OF MERGER
Merger Sheet

MERGING:

PIONEER CONCRETE TILE, INC., a Florida corporation, J16081

INTO

SERRINETTA HOLDINGS, INC., a Florida corporation, V00479

File date: September 30, 1998

Corporate Specialist: Teresa Brown

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98 SEP 30 PM 1:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Providing for the Merger of
PIONEER CONCRETE TILE, INC.

into

SERRINETTA HOLDINGS, INC.

Pursuant to Section 607.1105 of the Florida Business Corporation Act ("FBCA"), Serrinetta Holdings, Inc., a Florida corporation ("Serrinetta") and Pioneer Concrete Tile, Inc., a Florida corporation ("Pioneer Concrete") hereby adopt the following Articles of Merger to effect the merger (the "Merger") of Pioneer Concrete with and into Serrinetta, with Serrinetta as the surviving corporation:

1. The Merger shall become effective at such time (the "Effective Time") as the articles of merger, together with a copy of the plan of merger, are filed with the Secretary of State of Florida in accordance with the FBCA.
2. Pursuant to Section 607.1104 of the FBCA, the approval of the Merger by the shareholders of Serrinetta or Pioneer Concrete was not required.
3. Attached hereto as Annex "A" is a copy of the Agreement and Plan of Merger duly approved and adopted by the Board of Directors of Serrinetta and Pioneer Concrete by written consent on September 28, 1998.

IN WITNESS WHEREOF, the undersigned officer of Serrinetta and Pioneer Concrete has executed these articles of merger dated as of the 28th day of September, 1998.

SERRINETTA HOLDINGS, INC.

PIONEER CONCRETE TILE, INC.

By: _____

Doug Rowe
President

By: _____

Doug Rowe
President

AGREEMENT AND PLAN OF MERGER

Annex "A"

THIS PLAN OF MERGER is made and entered into as of September 28, 1998, to provide for the merger of Pioneer Concrete Tile, Inc., a Florida corporation ("Pioneer Concrete") with and into Serrinetta Holdings, Inc., a Florida corporation ("Serrinetta").

WITNESSETH

WHEREAS, Serrinetta is a corporation duly organized, validly existing and in good standing in the State of Florida, with authorized capital stock consisting of 10,000 shares of common stock, \$1.00 par value ("Serrinetta Common Stock"), of which 100 shares were issued and outstanding on the date hereof;

WHEREAS, Pioneer Concrete is a corporation duly organized, validly existing and in good standing in the State of Florida, with authorized capital stock consisting of 1,000 shares of common stock, \$1.00 par value ("Pioneer Common Stock"), of which 100 shares were issued and outstanding on the date hereof;

WHEREAS, the respective Board of Directors of Serrinetta and Pioneer Concrete have determined that it is advisable and to the advantage of such corporations and their shareholders that Pioneer Concrete merge with and into Serrinetta (the "Merger") upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, it is agreed as follows:

1. *Merger.* Pioneer Concrete shall be merged with and into Serrinetta on the terms and conditions hereinafter expressed (the "Merger"). At the Effective Time (as defined hereinafter), the separate existence of Pioneer Concrete shall cease and Serrinetta shall be the surviving entity (the "Surviving Entity"). The Merger shall become effective at such time (the "Effective Time") as the Articles of Merger, together with a copy of this Plan of Merger, are filed with the Secretary of State of the State of Florida.

2. *Governing Documents and Directors and Officers.* The Certificate of Incorporation of Serrinetta in effect immediately prior to the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Entity after the Effective Time without change or amendment. The Bylaws of Serrinetta in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity after the Effective Time without change or amendment. The directors and officers of Serrinetta immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity after the Effective Time, and shall serve until their successors have

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been duly appointed or elected in accordance with the Certificate of Incorporation and Bylaws of the Surviving Entity.

3. *Succession.* At the Effective Time, the Surviving Entity shall succeed to Pioneer Concrete in the manner of and as more fully set forth in Section 607.1106 of the Florida 1989 Business Corporation Act. All rights, title and interests to all real estate and other property owned by Pioneer Concrete shall be allocated to and vested in the Surviving Entity without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon. All liabilities and obligations of Pioneer Concrete shall be allocated to the Surviving Entity and the Surviving Entity shall be the primary obligor therefor and, except as otherwise provided by law or contract, no other party to the Merger shall be liable therefor.

4. *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of Serrinetta or Pioneer Concrete or by the holder of any capital stock of Serrinetta or Pioneer Concrete, each share of Pioneer Common Stock issued and outstanding immediately prior to the Merger shall upon consummation of the Merger, be cancelled and cease to be outstanding.

IN WITNESS WHEREOF, the undersigned officer of Serrinetta and Pioneer Concrete has executed and delivered this Plan of Merger, as of the date first written above.

SERRINETTA HOLDINGS, INC.

PIONEER CONCRETE TILE, INC.

By: _____

Doug Rowe
President

By: _____

Doug Rowe
President

WRITTEN CONSENT OF DIRECTOR

OF

PIONEER CONCRETE TILE, INC.

Pursuant to Section 607.0821 of the Florida Business Corporation Act, the undersigned, being all of the directors of Pioneer Concrete Tile, Inc., a Florida corporation (the "Company"), who would be entitled to vote on the resolutions hereinafter set forth if the same were submitted at a formal meeting of the directors of the Company duly called and held for the purpose of acting upon such resolutions, hereby declares that when he has signed this written consent, or a counterpart hereof, the following resolutions shall be adopted with the same force and effect as if adopted at a meeting duly called and held for purposes of adopting such resolutions:

WHEREAS, Serrinetta Holdings, Inc. ("Serrinetta") now owns all of the stock of the Company, a stock corporation organized under the laws of the State of Florida, and engaged in business similar and incidental to that of the Company; and

WHEREAS, the Board of directors of the Company has determined that it is in the Company's best interests to merge with Serrinetta in order that all the estate, property, rights, privileges, and franchises of the Company, shall vest in and be possessed by Serrinetta;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger (the "Merger Agreement"), in substantially the form attached hereto as Annex A and previously circulated to us, is hereby adopted, approved and ratified in all respects, together with such changes and modifications thereto as are determined to be necessary or appropriate by the President or any Vice President and the Secretary of the Company, such determination to be conclusively evidenced by such officer's execution and delivery of same; and

RESOLVED FURTHER, that the President or any Vice President and the Secretary of the Company are hereby authorized and empowered to take such actions as they determine to be necessary or appropriate to consummate the transactions contemplated by the Merger Agreement, including, but not limited to, obtaining any necessary or appropriate transfers or governmental or regulatory authorizations or approvals, and the execution and delivery of all agreements, documents, consents, certificates and instruments as may in such officer's determination, be required, necessary or appropriate to consummate the Merger Agreement and to complete the transactions contemplated thereby, the determination of any such officers to be conclusively evidenced by such officer's execution and delivery of same; and

RESOLVED FURTHER, that upon consummation of the merger of the Company with and into Serrinetta, each outstanding share of common stock of the Company issued and outstanding immediately prior to the merger shall, upon consummation of the merger, be retired and canceled without payment of any consideration therefor and without any conversions thereof; and

RESOLVED FURTHER, that, without limiting the powers and authorities

heretofore conferred upon the officers of the Company, the President or any Vice President and the Secretary of the Company be, and each of such officers acting alone hereby is, authorized and empowered, for and on behalf of the Company, and in its name, to take or cause to be taken any and all such other actions as in the judgment of such officer(s) may be necessary, desirable or convenient in order to carry out the foregoing resolutions and otherwise to consummate the Merger Agreement, the merger and the transactions contemplated thereby.

IN WITNESS WHEREOF, the undersigned director has executed these consent resolutions this the ____ day of September, 1998.



Doug Rowe