

P98000042019

R. KENNY STONE, P.C.

ATTORNEY AT LAW

214 S. ZETTEROWER AVENUE
STATESBORO, GEORGIA 30458

P.O. Box 681
STATESBORO, GEORGIA 30459

August 4, 1999

TELEPHONE (912) 764-3232
FAX (912) 764-9756

Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

000002953680--2
-08/09/99--01045--004
*****70.00 *****70.00

Re: SABIA ENTERPRISES, INC.

Gentlemen:

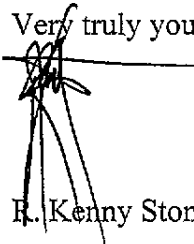
Enclosed please find the following documents in regard to the above-stated matter:

1. Original and one copy of Articles of Merger of Sabia Enterprises, Inc. (a Georgia corporation).
2. Our check payable to the Florida Department of State in the amount of \$70.00.

Should you have any questions regarding the above, please do not hesitate to contact me.

With kindest regards, I am

Very truly yours,



R. Kenny Stone

RKS/dh

Enclosures

cc: David Sabia

FILED
99 AUG 27 AM 11:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
8/31/99

Merger

V. SHEPARD AUG 31 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

SABIA ENTERPRISES, INC., a Florida corporation, P98000042019

INTO

SABIA ENTERPRISES, INC., a Georgia corporation not qualified in Florida.

File date: August 7, 1999, effective August 31, 1999

Corporate Specialist: Velma Shepard



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

August 17, 1999

R. KENNY STONE, P.C.
214 S. ZETTEROWER AVENUE
STATESBORO, GA 30458

SUBJECT: SABIA ENTERPRISES, INC.
Ref. Number: P98000042019

We have received your document for SABIA ENTERPRISES, 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 contain the provisions of the plan of merger or the plan of merger must be attached.

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) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 299A00041482

RECEIVED
99 AUG 27 AM 9:05
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FILED
99 AUG 27 AM 11:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
EFFECTIVE DATE
8/31/99

First: The name and jurisdiction of the surviving corporation is:

| | |
|-------------------------|---------------------|
| <u>Name</u> | <u>Jurisdiction</u> |
| SABIA ENTERPRISES, INC. | GEORGIA |

Second: The name and jurisdiction of each merging corporation is:

| | |
|-------------------------|---------------------|
| <u>Name</u> | <u>Jurisdiction</u> |
| SABIA ENTERPRISES, INC. | FLORIDA |
| | |
| | |
| | |
| | |

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 8 / 31 / 99 (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 August 4, 1999

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 August 4, 1999

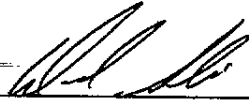
The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

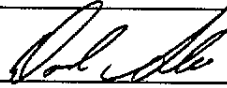
Name of Corporation Signature Typed or Printed Name of Individual & Title

SABIA ENTERPRISES, INC.
(a Georgia corporation)



DAVID SABIA, PRESIDENT

SABIA ENTERPRISES, INC.
(a Florida corporation)



DAVID SABIA, PRESIDENT

STATE OF GEORGIA

COUNTY OF BULLOCH

**AGREEMENT AND PLAN OF MERGER BETWEEN
SABIA ENTERPRISES, INC.
(a Georgia Corporation)
AND
SABIA ENTERPRISES, INC.
(a Florida Corporation)**

THIS AGREEMENT AND PLAN OF MERGER made and entered into as of the 4th day of August, 1999, (the "Agreement") by and between **SABIA ENTERPRISES, INC.**, a Georgia corporation (the "Georgia Corporation"), and **SABIA ENTERPRISES, INC.**, a Florida corporation (the "Florida Corporation")(said corporations hereinafter sometimes referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Georgia Corporation is a corporation duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, the Florida Corporation is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of each of said corporations deem it advisable and for the benefit of each of said corporations and their respective shareholders that the Florida Corporation merge itself into the Georgia Corporation;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, that the Florida Corporation be merged into the Georgia Corporation (hereinafter sometimes referred to as the "Surviving Corporation"), the corporate existence of which shall be continued under the same name, and thereafter the individual existence of the Florida Corporation shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of the Florida Corporation into securities of the Surviving Corporation are and shall be as follows:

1.

The acts and things required to be done by the Georgia Business Corporation Code (the "Code") in order to make this Agreement effective, including the submission of this

Agreement to the shareholders of both of the Constituent Corporations and the filing of the Articles of Merger or Certificate of Merger in the manner provided for in the Code, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event later than August 31, 1999.

2.

The Articles of Incorporation of the Georgia Corporation, as heretofore amended, shall on the effective date of the merger (the "Effective Date") be the Articles of Incorporation of the Surviving Corporation.

3.

Until altered, amended, or repealed as therein provided, the Bylaws of the Georgia Corporation as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

4.

Upon the merger contemplated herein becoming effective, the director(s) of the Surviving Corporation shall be as follows:

| <u>Name of Director</u> | <u>Address</u> |
|-------------------------|---------------------|
| David Sabia | Statesboro, Georgia |
| Jacklyn D. Sabia | Statesboro, Georgia |

These persons shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and until their respective successors are elected in accordance with the Bylaws of the Surviving Corporation. If on the Effective Date any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation.

5.

(a) Upon the Effective Date of the merger:

(i) Each share of the capital stock of the Georgia Corporation issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the Surviving Corporation.

(ii) Each share of the capital stock of the Florida Corporation shall be converted into one (1) share of the capital stock of the Surviving Corporation.

(b) From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the Surviving Corporation of the certificates representing such shares, to receive in exchange therefor certificates representing the number of shares of the stock in the Surviving Corporation into which such shares shall have been converted. The surrendered shares shall be cancelled. Until so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of the Florida Corporation shall be deemed for all corporate purposes to evidence ownership of the number of shares in the Surviving Corporation into which the same shall have been converted. Until any outstanding certificate shall be so surrendered, no dividends payable as of any date subsequent to the Effective Date on the capital stock of the Surviving Corporation into which the shares represented by such outstanding certificates shall have been converted shall be paid to the record holders of the outstanding certificates, but upon the surrender of any outstanding certificate, there shall be paid to the record holder thereof the amount of dividends which theretofore had become payable with respect to the shares of the capital stock of the Surviving Corporation into which such certificate shall have been converted.

(c) Upon the Effective Date of the merger, the Surviving Corporation by its Board of Directors, may determine in relation to any fractions of a share issuable upon conversion of capital shares of the Florida Corporation into shares of the Surviving Corporation:

- (i) To issue such fractions of a share to the holders entitled thereto; or
- (ii) To pay in cash the fair value of fractions of a share to the holders entitled thereto; or
- (iii) To issue scrip for such fractions of a share in such form and under such terms and conditions respecting the purchase, exchange, sale, forfeiture, or other disposition thereof as it may decide.

6.

Upon the Effective Date, every other corporation party to the merger shall merge into the Surviving Corporation, and the separate existence of every corporation except the Surviving Corporation shall cease, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by each corporation party to the merger shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all of the liabilities of each corporation party to the merger; any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; and the shares of each corporation party to the merger that are to be converted into shares, obligations, or other securities of the Surviving Corporation or any other corporation or into cash or other property shall be converted and the former holders of the shares shall be entitled only to the rights provided in this Agreement or to their rights under Article 13 of the Code.

7.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Florida Corporation, the proper officers and directors of the Florida Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8.

All notices, waivers, consents, or requests required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery or when deposited in the United States Mail, postage prepaid, in an envelope properly addressed as follows:

(a) In the case of the Georgia Corporation, to:

David Sabia
176 Country Club Road
Statesboro, Georgia 30458

(b) In the case of the Florida Corporation, to:

David Sabia
176 Country Club Road
Statesboro, Georgia 30458


9.

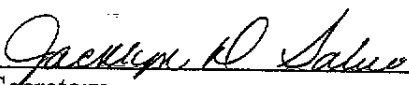
At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the Georgia Corporation and the Florida Corporation have each caused this Agreement and Plan of Merger to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly

authorized officers as of the day and year first above written.

**SABIA ENTERPRISES, INC.,
a Georgia corporation**

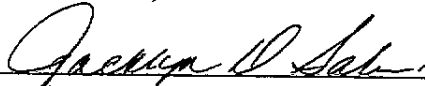
By: 
DAVID SABIA, President

Attest: 
Secretary

(Corporate Seal)

**SABIA ENTERPRISES, INC.,
a Florida corporation**

By: 
DAVID SABIA, President

Attest: 
Secretary

(Corporate Seal)