

ARTICLES OF MERGER

OF

R.C. OWEN COMPANY ³⁹³¹⁰
(a Kentucky corporation)

INTO

AVONDALE DEVELOPMENT COMPANY
(a Tennessee corporation)

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Pursuant to Section 48-21-107 of the Tennessee Business Corporation Act and Section ___ of the Kentucky Business Corporation Act, Avondale Development Company, a Tennessee corporation ("Avondale"), does hereby set forth the following information relating to the merger of R.C. Owen Company, a Kentucky corporation ("RCO-KY"), into Avondale:

1. The Agreement and Plan of Merger between RCO-KY and Avondale, the terms of which are reflected in the attached Agreement and Plan of Merger, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 48-21-104 of the Tennessee Business Corporation Act and Section 5.03 of the Kentucky Business Corporation Act.

2. The Agreement and Plan of Merger was adopted by the Board of Directors of RCO-KY, by unanimous written consent, dated April 27, 1999, and duly adopted by the unanimous written consent of the shareholders of RCO-KY on April 27, 1999, in accordance with the laws of the State of Kentucky. The Agreement and Plan of Merger was duly adopted by the Board of Directors of Avondale, by unanimous written consent, dated April 27, 1999, and duly approved by the shareholders of Avondale by the unanimous written consent of its shareholders on April 27, 1999 in accordance with the laws of the State of Tennessee.

3. The name of the surviving corporation shall be Avondale Development Company and the address of its registered office in Tennessee shall be 210 25th Avenue North, Suite 820, Nashville, Davidson County, Tennessee 37203.

4. The Plan of Merger shall be effective as of the filing of these Articles with the Secretary of State of Tennessee and the Secretary of State of Kentucky.

AVONDALE DEVELOPMENT COMPANY

By: Robb Swaney
Title: Vice President

Dated: April 27, 1999

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated April 27, 1999, made between AVONDALE DEVELOPMENT COMPANY, a Tennessee corporation ("Avondale"), and R.C. OWEN COMPANY, a Kentucky corporation ("RCO-KY") said two corporations being hereinafter sometimes referred to as together as the Constituent Corporations:

WHEREAS, Avondale has its principal place of business in Tennessee with its principal office in Tennessee being located at 210 25th Avenue North, Suite 820, Nashville, Davidson County, Tennessee 37203. The Registered Office of Avondale in Tennessee is 210 25th Avenue North, Suite 820, Nashville, Davidson County, Tennessee 37203, with the name of its Registered Agent at such office being C. Robb Swaney; and

WHEREAS, Avondale has a capitalization consisting of One Thousand (1,000) authorized shares of Common Stock, \$1.00 par value, of which 1,000 shares are issued and outstanding; and

WHEREAS, RCO-KY has its principal place of business in Tennessee, with its principal office in Tennessee being located at 210 25th Avenue North, Suite 820, Nashville, Davidson County, Tennessee 37203. The Registered Office of RCO-KY in Tennessee is 210 25th Avenue North, Suite 820, Nashville, Davidson County, Tennessee 37203. RCO-KY's Registered Agent at the Registered Office in Tennessee is C. Robb Swaney. The Registered Office of RCO-KY in Kentucky is 154 Pardue Lane, Hopkinsville, Kentucky 42240, with the name of its Registered Agent at such office being James A. Heltsley; and

WHEREAS, RCO-KY is an authorized capitalization of 20,000 shares of Common Stock, \$1.00 par value, of which 20,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined that it is advisable that RCO-KY be merged into Avondale, on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of Tennessee and the laws of the Commonwealth of Kentucky, which laws permit such merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that RCO-KY be merged into Avondale, and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of

converting the outstanding shares of RCO-KY into shares of Avondale shall be as follows:

Section 1. RCO-KY and Avondale shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Tennessee and the State of Tennessee, by RCO-KY merging into Avondale, which shall be the surviving corporation. The separate existence of RCO-KY shall cease and the existence of Avondale shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a corporation organized under the Business Corporation Act of the State of Tennessee.

Section 2.

a. The Charter of Avondale shall continue to be its Charter following the effective date of the merger until the same shall be altered or amended.

b. The Bylaws of Avondale shall be and remain the Bylaws of Avondale until the same shall be altered or amended.

c. The officers of Avondale in office on the effective date of the merger shall continue in office and shall constitute the officers of Avondale for the terms elected or until their respective successors shall be elected or appointed.

Section 3. On the effective date of the merger:

a. Avondale shall possess all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties, of each of the Constituent Corporations; and all property, real, personal and mixed, including all patents, applications for patents, copyrights, trademarks, trademark registrations and applications for registration of trademarks, together with the goodwill of the business in connection with which said patents, copyrights and marks are used, and all debts due on whatever account, and all other choices in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in Avondale without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

b. Avondale shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or

action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or Avondale may be substituted in place of RCO-KY in any such action or proceeding, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger. Avondale shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of RCO-KY.

Section 4. The manner and basis of converting the shares of stock of each of the Constituent Corporations into shares of Common Stock of Avondale or into cash or other consideration are as follows:

a. The shares of Common Stock of Avondale authorized on the effective date of the merger shall not be converted as a result of the merger, but upon said date all shares of Common Stock of Avondale theretofore authorized shall be and be deemed to be authorized shares of Common Stock of Avondale. All Common Stock of Avondale issued and held in the treasury of Avondale shall retain its status as treasury stock of Avondale.

b. Each share of Common Stock of RCO-KY issued and outstanding on the effective date of the merger and all rights in respect thereof, shall, on said date, be converted into and exchanged for one (1) share of the authorized Common Stock of Avondale. As of the effective date of the merger, the foregoing exchange ratio shall result in [3] shares of Avondale Common Stock being issued in exchange for the [3] shares of RCO-KY Common Stock outstanding.

c. On the effective date of the merger, previously outstanding certificates for Common Stock of Avondale shall continue to represent such Common Stock.

d. As soon as practicable after the effective date of the merger, each holder of an outstanding certificate or certificates theretofore representing shares of Common Stock of RCO-KY shall surrender the same to Avondale, and such holder shall be entitled, upon such surrender, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of Avondale into which the shares of Common Stock of RCO-KY theretofore represented by the surrendered certificate or certificates shall have been converted as provided in Section 4b hereof. Until so surrendered for exchange, each outstanding certificate which, prior to the effective date of the merger, represented shares of Common Stock of RCO-KY shall be deemed for all corporate purposes to evidence the ownership of the number of shares of Common Stock of Avondale which the holder of the certificate for shares of Common Stock of RCO-KY would be entitled to receive upon surrender thereof for exchange.

e. All shares of Common Stock of Avondale into which shares of Common Stock of RCO-KY are converted shall be fully paid and nonassessable.

Section 5. Avondale shall pay all expenses of accomplishing the merger.

Section 6. If at any time Avondale shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in Avondale the title to any property or rights of RCO-KY, or to otherwise carry out the provisions hereof, the proper officers and directors of RCO-KY as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper, to vest, perfect or confirm title to such property or rights in Avondale.

Section 7. Each of the Constituent Corporations shall take, or cause to be taken, all actions or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Tennessee and the State of Tennessee to consummate and make effective the merger, subject, however, to the appropriate vote of the shareholders of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Tennessee and the State of Tennessee.

Section 8. The effective date of the merger shall be as of the effective date of the articles of merger when accepted and filed with the Secretary of State of Tennessee and the Secretary of State of Kentucky.

Section 9. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned at any time prior to the effective date of the merger, whether before or after submission to their respective shareholders, (a) by actions of the Boards of Directors of both Avondale and RCO-KY or, (b) by action of the Board of Directors of either Avondale or RCO-KY.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be entered into in their respective corporate names by their respective Presidents, and to be attested by their respective Secretaries, all as of the date and year first above written.

AVONDALE DEVELOPMENT COMPANY.

Attest:

Brenda H. Cole
Secretary

By: R.C. Owen
Title: President

R.C. OWEN COMPANY

Attest:

W. H. Jones
Secretary

By: James A. G. Miller
Title: President