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Trey Grayson
Secretary of State
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ARTICLES OF MERGER

Pursuant to the provisions of Section 271B.11-080(c) of the Kentucky Statutes, Pipe Engineering, Inc., a Kentucky corporation, and PM Construction & Rehab, L.P., a Tennessee limited partnership, hereby adopt the following Articles of Merger:

1. The name and jurisdiction of formation or organization of the constituent entities are as follows:

- (a) G & L Pipe Engineering, Inc., a Kentucky corporation; and
- (b) PM Construction & Rehab, L.P., a Tennessee limited partnership.

2. The Plan of Merger that has been approved by each of the constituent entities is set forth in Exhibit A attached hereto (the "**Plan of Merger**"), which is incorporated by reference into these Articles as if fully set forth herein.

3. The name of the surviving business entity is PM Construction & Rehab, L.P.

4. The Plan of Merger was duly authorized and approved by each constituent entity in accordance with the laws applicable to such business entity.

5. PM Construction & Rehab, L.P., as the surviving business entity, hereby:

(a) agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of G & L Pipe Engineering, Inc., as well as enforcement of any obligation of the surviving business entity arising from the merger contemplated by these Articles of Merger; and

(b) appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding, and any such service of process so accepted by the Secretary of State shall be forwarded to the surviving business entity at the following address:

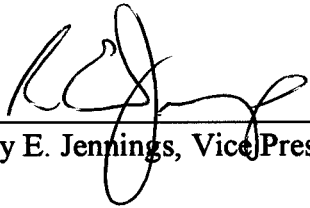
PM Construction & Rehab, L.P.
2925 Briarpark Drive, Suite 1000
Houston, Texas 77042

6. The merger contemplated hereby shall be effective upon the filing of these Articles of Merger.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of January 7, 2004.

G & L PIPE ENGINEERING, INC.

By: 
Randy E. Jennings, Vice President

PM CONSTRUCTION & REHAB, L.P.

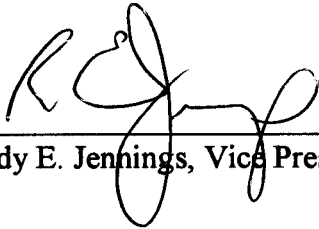
By: 
Randy E. Jennings, Vice President

EXHIBIT A
Plan of Merger

(attached)

**PLAN OF MERGER
BETWEEN
G & L PIPE ENGINEERING, INC.
AND
PM CONSTRUCTION & REHAB, L.P.**

This Plan of Merger is entered into as of December 31, 2004, between PM Construction & Rehab, L.P., a Tennessee limited partnership ("PM"), and G & L Pipe Engineering, Inc., a Kentucky corporation and wholly owned subsidiary of PM ("GL").

WHEREAS, GL and PM desire to enter into a plan of merger on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged GL and PM hereby agree as follows:

1. Plan Adopted. A plan of merger merging GL with and into PM (this "Plan of Merger") pursuant to the provisions Section 271B.11-080 of the Kentucky Revised Statutes ("KRS") and Section 61-2-211 of the Tennessee Revised Uniform Limited Partnership Act ("TRULPA"), is adopted as follows:

(a) GL shall be merged with and into PM (the "Merger"), to exist and be governed by the laws of the State of Tennessee.

(b) The name of the surviving entity shall be PM Construction & Rehab, L.P. (the "Surviving Entity").

(c) When the Merger becomes effective, the separate existence of GL shall cease and the Surviving Entity shall succeed, without other transfer, to all the rights and properties of GL and shall be subject to all the debts and liabilities of such corporation in the same manner as if the Surviving Entity had itself incurred them (including without limitation all obligations under the Financing Agreement dated as of February 12, 2004 to which each of the parties hereto is a party). All rights of creditors and all liens upon the property of each constituent entity shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Merger.

(d) The Surviving Entity will carry on business with the assets of GL as well as with the assets of PM.

(e) The partners of PM will retain their interests of the Surviving Entity.

2. Effective Date and Time. The effective date and time of the Merger (the "Effective Date and Time") shall be the date and time the Articles of Merger relating to the Merger are filed with the Secretary of State of the State of Kentucky.

3. Submission to Shareholders. This Plan of Merger shall be submitted for approval separately to PM, the sole shareholder of GL, and the partners of PM in the manner provided by the KRS and the TRULPA, as applicable.

4. Manner of Exchange. Immediately following the Effective Date and Time, PM, as sole shareholder of GL, shall cancel its stock certificate representing 500 outstanding shares of common stock of GL.

5. Basis of Exchange. As PM is the sole shareholder of GL, no cash or other property will be paid by PM to PM in exchange for cancellation of the 500 outstanding shares of common stock of GL.

6. Interests of the Surviving Entity. The presently outstanding partnership interests of PM shall remain outstanding as partnership interests of the Surviving Entity.

7. Legal Construction. In case any one or more of the provisions contained in this Plan of Merger shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Plan of Merger shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. Benefit. All the terms and provisions of this Plan of Merger shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their successors and permitted assigns.

10. Perfection of Title. The parties hereto shall do all other acts and things that may be reasonably necessary or proper, fully or more fully, to evidence, complete or perfect this Plan of Merger, and to carry out the intent of this Plan of Merger.

11. Cumulative Rights. The rights and remedies of any party under this Plan of Merger and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

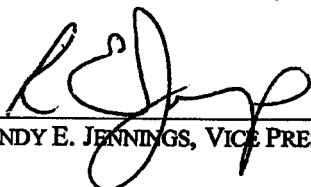
12. Waiver. No course of dealing on the part of any party hereto or its agents, nor any failure or delay by any such party with respect to exercising any right, power or privilege of such party under this Plan of Merger or any instrument referred to herein shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof or any exercise of any other right, power or privilege hereunder or thereunder.

13. Construction. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the masculine gender shall include the feminine.

14. Multiple Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

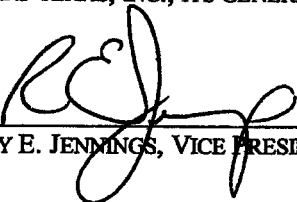
IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger in multiple counterparts, to be effective as of the date first mentioned above, each of which together shall be considered one original, and whether by original or facsimile signature shall be effective in all respects as though an original.

G & L PIPE ENGINEERING, INC.

By: 
RANDY E. JENNINGS, VICE PRESIDENT

PM CONSTRUCTION & REHAB, L.P.

BY: REPIPE-TEXAS, INC., ITS GENERAL PARTNER

By: 
RANDY E. JENNINGS, VICE PRESIDENT