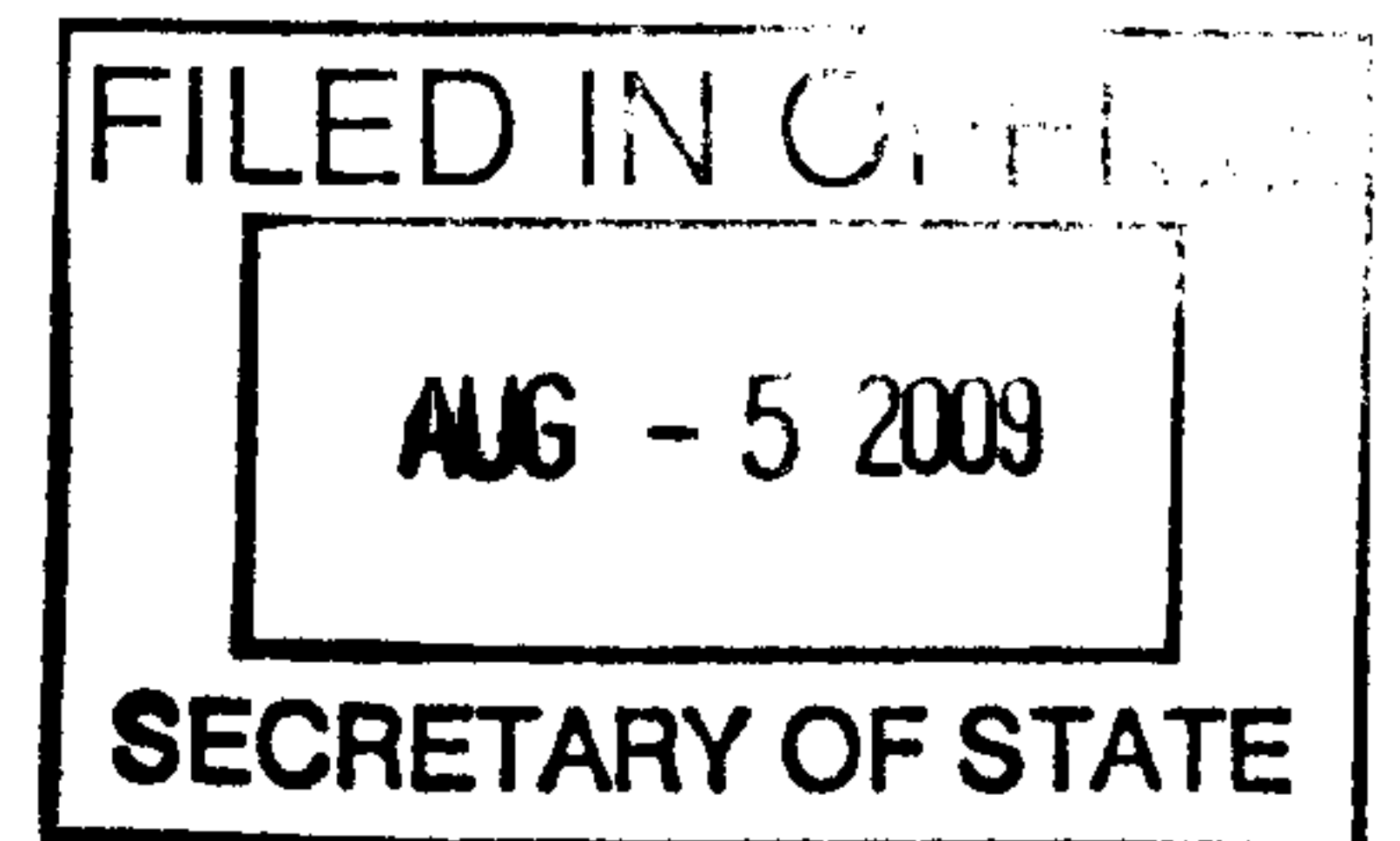


20090810000306590 1/7 \$25.00
Shelby Cnty Judge of Probate, AL
08/10/2009 01:54:43 PM FILED/CERT



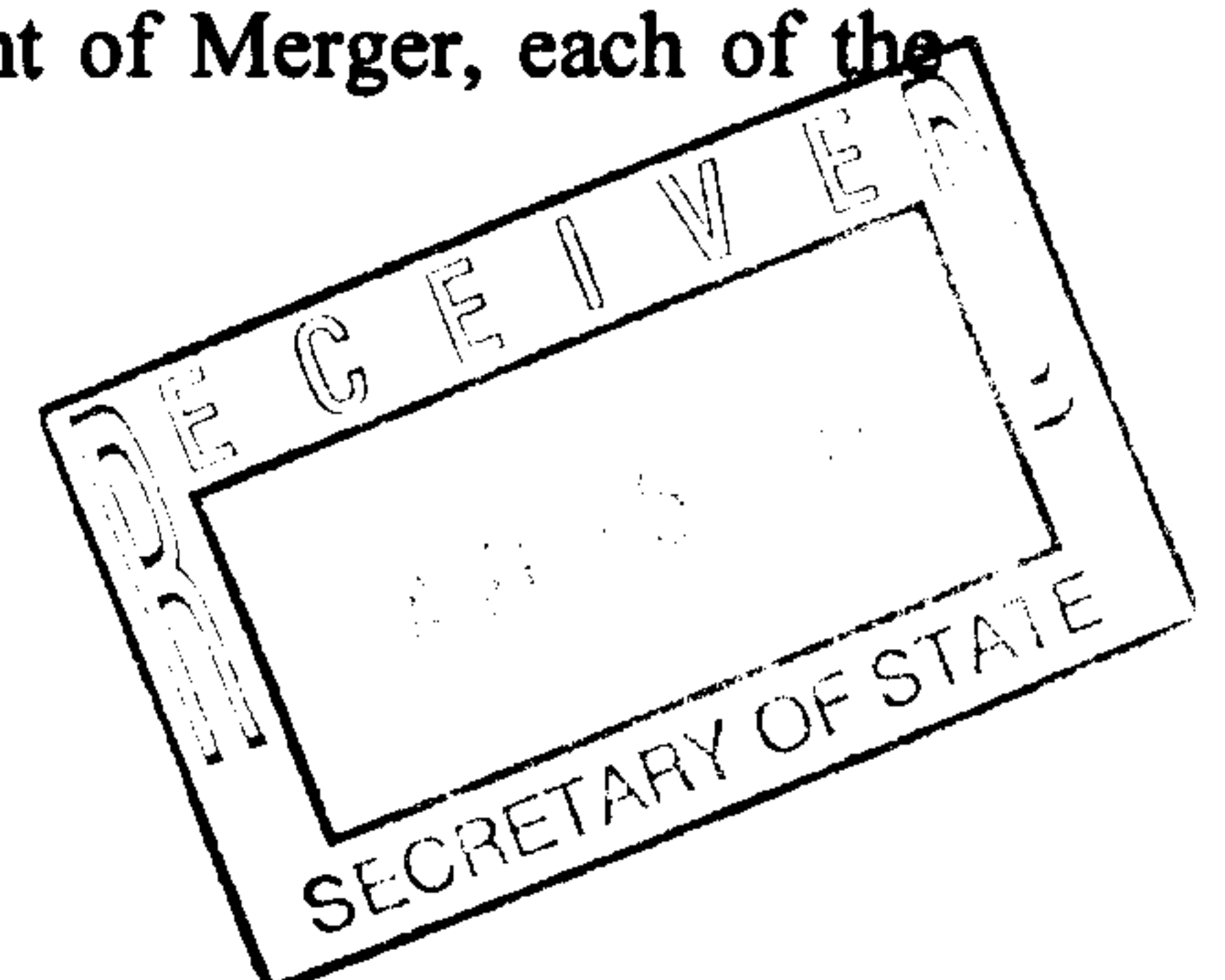
**ARTICLES OF MERGER OF
PERIOSEAL, INC., an Alabama corporation,
WITH AND INTO
PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation**

The undersigned President of PERIOSEAL, INC., an Alabama corporation, and the President of PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation, do hereby state on oath that the following information relating to the merger of PERIOSEAL, INC., an Alabama corporation, with and into PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation, is true, correct and complete to the best of our knowledge and belief:

1. The public office where the formation documents of PERIOSEAL, INC., an Alabama corporation, are filed is the office of the Alabama Secretary of State, and the public office where the formation documents of PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation, are filed is the office of the Arkansas Secretary of State.

2. The Plan and Agreement of Merger attached hereto and incorporated herein as **Exhibit A** was adopted by the Board of Directors and approved by the sole shareholder of each of the above-referenced corporations. The Effective Time of the merger is as provided by Arkansas and Alabama law. A copy of the Plan and Agreement of Merger is and will be kept on file at the place of business of PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation, such office being located at 10319 West Markham Street, Suite 300, Little Rock, Arkansas 72205. A copy of the Plan and Agreement of Merger will be furnished by PERIOSEAL OF ARKANSAS, INC., on request and without cost, to any shareholder of either party to the merger described herein.

3. On the date of the approval of the Plan and Agreement of Merger, each of the above-referenced corporations had capital stock outstanding as follows:



<u>Corporation</u>	<u>Class</u>	<u>No. of Shares Outstanding</u>
PERIOSEAL, INC., an Alabama corporation	Common	200
PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation	Common	9,500

4. The Plan and Agreement of Merger was unanimously approved by the sole shareholder of each corporation by the following vote:

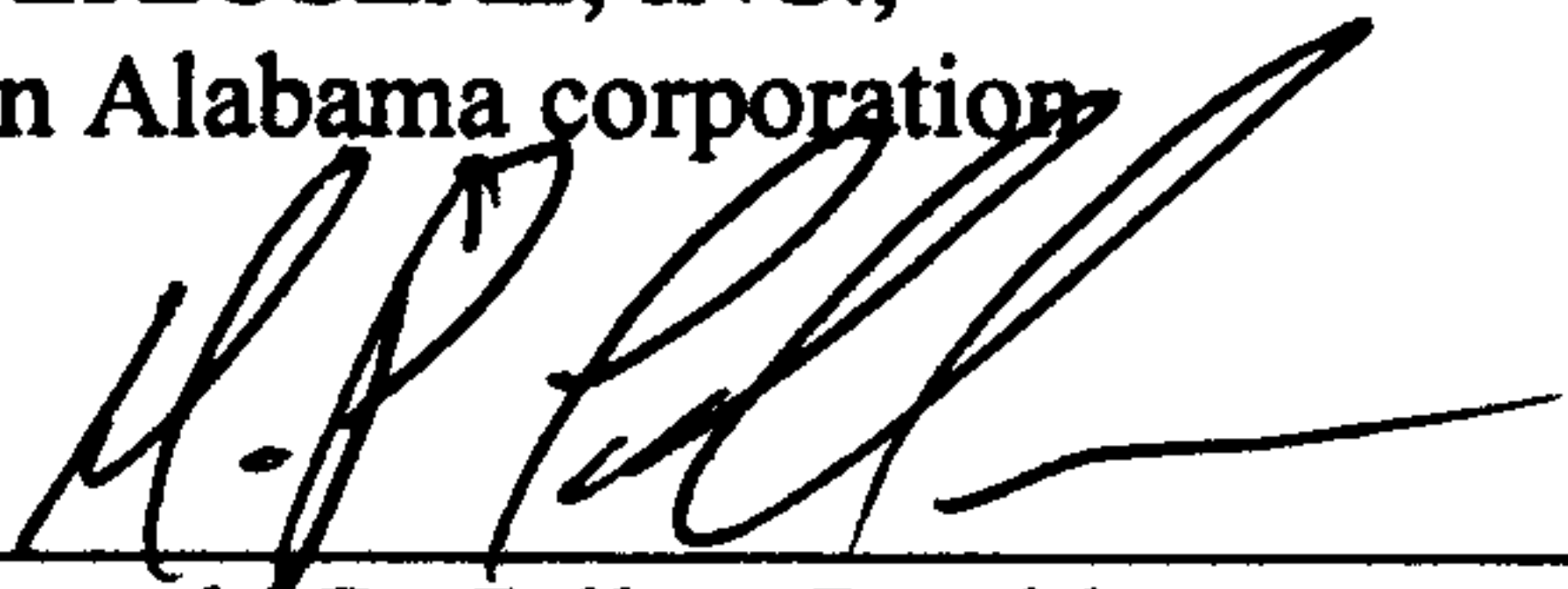
<u>Corporation</u>	<u>For</u>	<u>Against</u>
PERIOSEAL, INC., an Alabama corporation	200	-0-
PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation	9,500	-0-

5. Pursuant to the Plan and Agreement of Merger, the surviving corporation shall be PERIOSEAL OF ARKANSAS, INC. and its name shall be changed to PERIOSEAL, INC.

6. The formation documents of

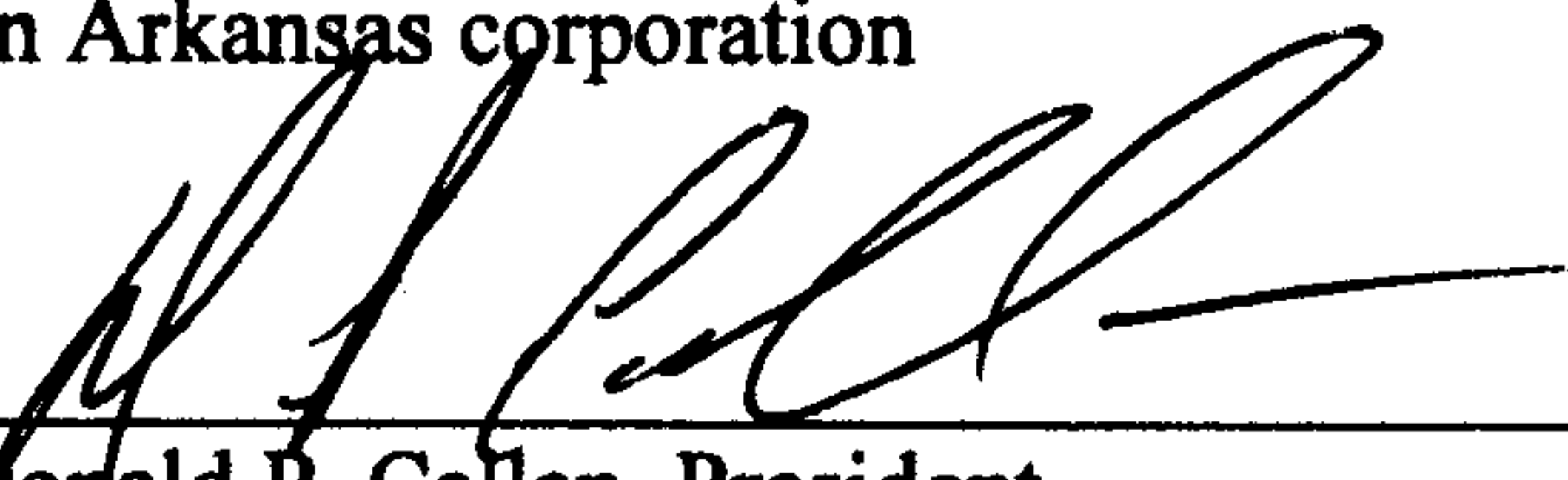
IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger the ____ day of August, 2009.

PERIOSEAL, INC.,
an Alabama corporation



Donald P. Callan, President

PERIOSEAL OF ARKANSAS, INC.,
an Arkansas corporation



Donald P. Callan, President

EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
OF
PERIOSEAL, INC., an Alabama corporation,
WITH AND INTO
PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation**

This PLAN AND AGREEMENT OF MERGER (the "Plan and Agreement") is executed the 4th day of August, 2009, by and between PERIOSEAL, INC., an Alabama corporation (the "Alabama Corporation"), and PERIOSEAL OF ARKANSAS, INC., an Arkansas corporation (the "Arkansas Corporation"), (hereinafter collectively referred to as the "Corporations").

W I T N E S S E T H:

WHEREAS, for good and sound business reasons, the Board of Directors of each of the Corporations deem it advisable and in the best interests of the Corporations that the Alabama Corporation merge with and into the Arkansas Corporation pursuant to this Plan and Agreement, the Arkansas Business Corporation Act of 1987, the Alabama Business Corporation Act and other applicable provisions of the laws of the States of Arkansas and Alabama (the "Merger"); and

WHEREAS, the Corporations desire to effectuate this Merger pursuant to a transaction which constitutes a Type "F" Reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and comparable provisions of Arkansas income tax law.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, AGREE AS FOLLOWS:

1. **THE MERGER.** At and as of the Effective Time, as hereinafter defined, and in accordance with this Plan and Agreement, the Arkansas Business Corporation Act, the Alabama Business Corporation Act, and other applicable laws of the States of Arkansas and Alabama, the Alabama Corporation shall merge with and into the Arkansas Corporation, and the Arkansas Corporation shall be the surviving corporation in the Merger.

2. **EFFECT OF THE MERGER.** Upon consummation of the Merger, at and as of the Effective Time, the separate existence of the Alabama Corporation shall cease (except insofar as continued by applicable law), the Alabama Corporation shall be merged with and into the Arkansas Corporation, and all the privileges, franchises, assets and property of the Alabama Corporation, of whatever kind or description, and all contractual and other rights of the Alabama Corporation and all debts due to or from it, shall be transferred to and vested in the Arkansas Corporation, without further act or deed. The rights, liabilities and obligations of the Alabama Corporation shall not be affected or impaired by virtue of the Merger, and any claim existing or action or proceeding pending by or against the Alabama Corporation may be made and



prosecuted by or against the Arkansas Corporation as the surviving corporation in the same manner as if the Merger had not taken place, but any such claims against the Alabama Corporation, and any liabilities or other obligations of the Alabama Corporation, shall be subject to any defenses which otherwise would have been available to the Alabama Corporation had the Merger not taken place.

3. EFFECTIVE TIME. Subject to approval of the Merger by the sole stockholder of the Alabama Corporation and the Arkansas Corporation as required by applicable law, the Merger shall become effective as of the close of business on the day of the acceptance for filing by the Arkansas Secretary of State of appropriate Articles of Merger as required by the Arkansas Business Corporation Act (the "Effective Time").

4. SURVIVING CORPORATION. The Arkansas Corporation shall be the surviving corporation in the Merger and the Articles of Incorporation and Bylaws of the Arkansas Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Arkansas Corporation as the surviving corporation immediately after the Effective Time, subject to amendment thereafter in accordance with applicable law. No change in the Articles of Incorporation of the Arkansas Corporation shall be made in connection with this Merger. The officers and directors of the Arkansas Corporation as of the Effective Time shall continue as the officers and directors of the Arkansas Corporation as the surviving corporation immediately after the Effective Time, subject to resignation, removal and replacement thereafter in accordance with applicable law, the Bylaws of the Arkansas Corporation and any legally binding contractual agreements, if any.

5. MERGER CONSIDERATION - STOCK CONVERSION. As a result of Donald P. Callan, being the only shareholder of the Alabama Corporation and the Arkansas Corporation, at and as of the Effective Time, each share of common stock of the Alabama Corporation which is issued and outstanding as of the Effective Time, shall, by virtue of this Merger and without any action on the part of the holder thereof, be canceled and extinguished and no shares of the common stock of the Arkansas Corporation shall be issued pursuant to this Merger. From and after the Effective Time, holders of certificates representing shares of common stock of the Alabama Corporation shall cease to have any rights thereunder.

6. TAX-FREE REORGANIZATION. The parties hereto intend for this Merger to qualify as a tax free reorganization and exchange of stock pursuant to §368(a)(1)(F) and other applicable provisions of the Internal Revenue Code of 1986, as amended, and the sole officer and director of both Corporations shall take such action as may be necessary in order for the Merger to so qualify for tax-free reorganization treatment and as may otherwise be necessary in order to carry out the purposes and intent of this Plan and Agreement.

7. NAME CHANGE. The name of the Arkansas Corporation shall be changed to PERIOSEAL, INC. in accordance with the provisions of the Arkansas Business Corporation Act of 1987.

8. MISCELLANEOUS.

(a) Assignment. This Plan and Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the written consent of each party hereto.

(b) Further Assurances. The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Plan and Agreement.

(c) Modification. No term or provision contained herein may be modified, amended or waived except by written agreement signed by the party to be bound thereby.

(d) Binding Effect and Benefit. This Plan and Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their successors and permitted assigns.

(e) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Plan and Agreement.

(f) Waiver. No waiver of a breach or violation of any provision of this Plan and Agreement shall operate or be construed as a waiver of any subsequent breach.

(g) Entire Agreement. This document constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

(h) Governing Law. This Plan and Agreement shall be subject to and governed by the laws of the State of Arkansas.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto, as duly authorized by resolution of their respective Boards of Directors, have caused this Plan and Agreement to be executed effective as of the day and year aforesaid.

PERIOSEAL, INC.,
an Alabama corporation

By: _____

Donald P. Callan, President

PERIOSEAL OF ARKANSAS, INC.,
an Arkansas corporation

By: _____

Donald P. Callan, President



20090810000306590 6/7 \$25.00
Shelby Cnty Judge of Probate, AL
08/10/2009 01:54:43 PM FILED/CERT

FILED IN PROCEEDINGS
IN RE: ESTATE OF
DONALD P. CALLAN, JR.
CASE NO. 09-0000306590
FILED FOR RECORDING



20090810000306590 7/7 \$25.00
Shelby Cnty Judge of Probate, AL
08/10/2009 01:54:43 PM FILED/CERT

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on Aug 5, 2009

DATE Aug 6, 2009

Bette Chapman RB
Secretary of State