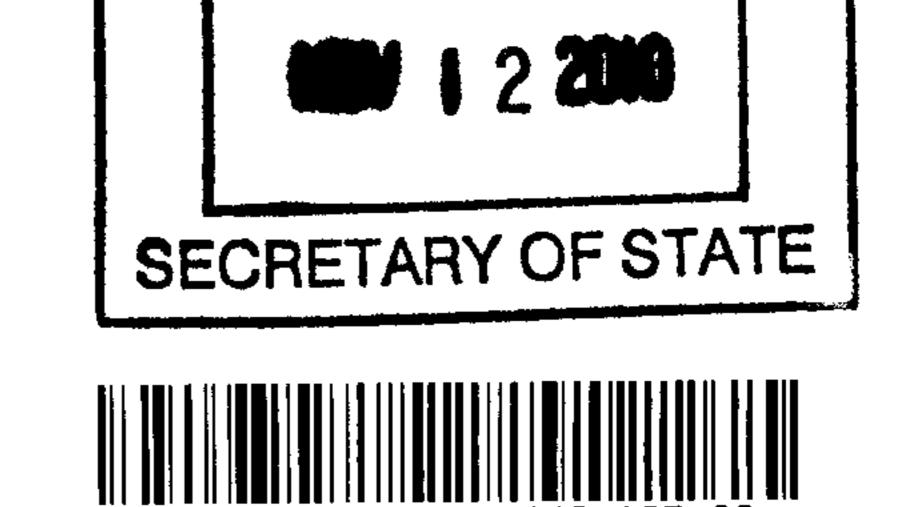
ARTICLES OF MERGER

OF

MARRAY EQUITY, INC.

WITH AND INTO



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MARRAY CORPORATION

Pursuant to the provisions of Sections 10-2B-11.04 and 10-2B-11.05, <u>Code of Alabama</u>, 1975, as amended, MarRay Equity, Inc., an Alabama corporation, ("MarRay Equity") and MarRay Corporation ("MarRay"), hereby adopt the following Articles of Merger for the purpose of merging MarRay Equity with and into MarRay, which shall be the surviving corporation:

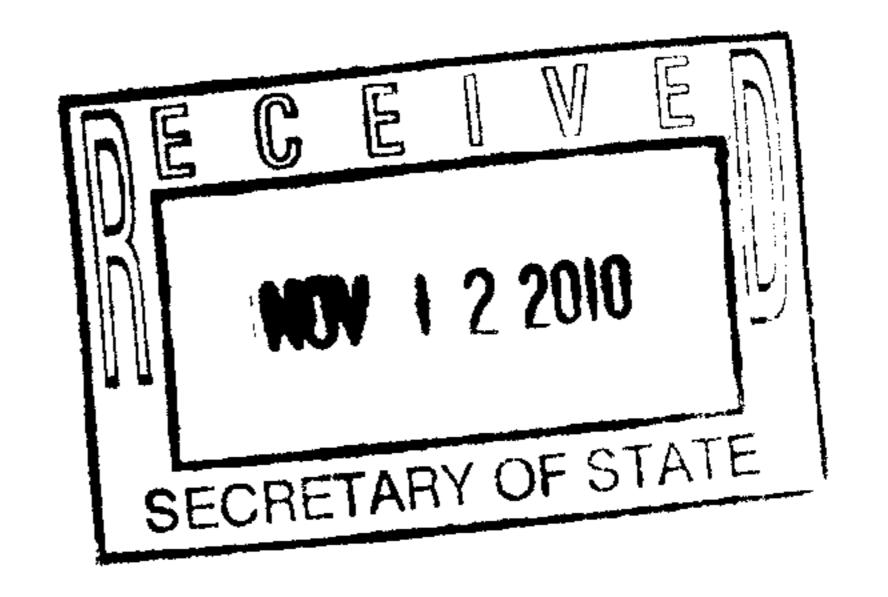
FIRST: Attached hereto as Exhibit A and incorporated herein by this reference is the Agreement and Plan of Merger ("Plan of Merger") which was approved by the Board of Directors of each of the merging corporations in the manner prescribed by the Alabama Business Corporation Act.

SECOND: MarRay owns 100% of the capital stock of the MarRay Equity and MarRay Equity is being merged with and into MarRay with MarRay surviving (the "Surviving Corporation") pursuant and in accordance with to the Plan of Merger.

THIRD: Shareholder approval is not required for such merger of MarRay Equity and MarRay pursuant to Section 10-2B-11.04 of the Alabama Business Corporation Act.

FOURTH: The Articles of Incorporation of each of MarRay Equity and MarRay were filed in the Office of the Judge of Probate of Shelby County, Alabama.

FIFTH: These Articles of Merger and the merger pursuant thereto shall be effective as of the date of filing.



Dated as of November 12, 2010.

MARRAY CORPORATION,

an Alabama corporation

Name: Raymond J. Harbert

Its: President

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EXHIBIT A

PLAN OF MERGER

[attached]

AGREEMENT AND PLAN OF MERGER

OF

MARRAY EQUITY, INC. an Alabama corporation

WITH AND INTO

MARRAY CORPORATION an Alabama corporation

This Agreement and Plan of Merger (this "Agreement") dated November 12, 2010 is entered into between MarRay Corporation, an Alabama corporation ("Parent"), and MarRay Equity, Inc., an Alabama corporation ("Subsidiary"), said two companies being herein sometimes collectively referred to as "Constituent Corporations."

WITNESSETH:

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated on December 28, 1993;

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Alabama, having been organized on December 22, 1997;

WHEREAS, Parent owns 100% of the Common Stock of Subsidiary; and

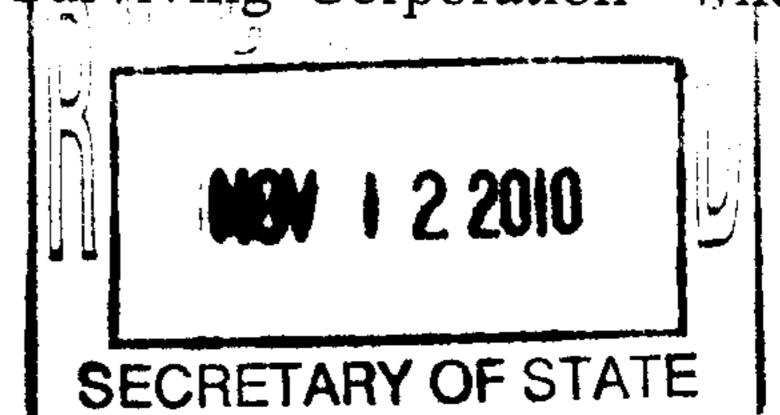
WHEREAS, each of the Constituent Corporations hereto deems it desirable and has approved, upon the terms and subject to the conditions stated herein, a merger whereby Subsidiary shall be merged with and into Parent and Parent shall be the surviving corporation (the "Merger"). It is the intent of the Constituent Corporations that the merger qualify under Internal Revenue Code Section 332(b) in all respects.

NOW, THEREFORE, in consideration of the mutual covenants and agreement and provisions hereinafter contained, Parent and Subsidiary hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect, as follows:

1. Merger. Subsidiary shall be merged with and into Parent on the Effective Date (as hereinafter defined). Parent shall be the surviving corporation and shall be governed by the laws of the State of Alabama. The separate existence of Subsidiary shall cease as soon as the Merger shall become effective, and thereupon Subsidiary and Parent shall be a single Alabama corporation (herein the "Surviving Corporation" whenever

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reference is made to it as of the Effective Date or thereafter). The Merger shall be effectuated by filing the Articles of Merger with the Secretary of State of the State of Alabama substantially in the form presented to the board of directors of the Constituent Corporations (the "Articles of Merger").

- 2. <u>Effective Date of the Merger</u>. Subject to the terms and conditions of this Agreement, and upon satisfaction of all legal requirements, the Merger shall be effective as of the filing of the Articles of Merger with the Secretary of State of the State of Alabama ("Effective Date").
- 3. <u>Effect of the Merger</u>. The Merger shall have the effect provided in Section 10-2B-11.06 of the Alabama Business Corporation Act (the "Act").
- 4. <u>Articles of Incorporation</u>. From and after the Effective Date, the Articles of Incorporation of Parent as in effect on the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation, until the same shall be altered, amended or repealed as provided therein, in the By-laws of Parent or the Act.
- 5. <u>By-laws</u>. From and after the Effective Date, the By-laws of Parent as in effect on the Effective Date shall continue to be the By-laws of the Surviving Corporation, until the same shall be altered, amended or repealed as provided in the Articles of Incorporation or the By-laws of Parent or the Act.
- 6. <u>Directors</u>. From and after the Effective Date, the persons serving as directors of Parent immediately prior to the Merger shall continue to serve as the directors of the Surviving Corporation and shall serve until their successors are elected and qualified.
- 7. Officers. From and after the Effective Date, the persons serving as officers of Parent immediately prior to the Merger shall continue to serve as the officers of the Surviving Corporation and shall serve until their successors are elected and qualified.
- 8. <u>Subsidiary Capital Stock</u>. On the Effective Date, each and every share of capital stock of Subsidiary outstanding immediately prior to the Effective Date shall be cancelled and shall cease to exist without issuance of any shares of capital stock of Parent in exchange therefor, without payment of any consideration and without any further action on the part of Parent, Subsidiary or their shareholders. Any share of capital stock of Subsidiary standing in the name of Parent shall be marked as "cancelled" or with other similar designation.
- 9. Parent Capital Stock. On the Effective Date, each share of capital stock of Parent outstanding immediately before the Effective Date shall continue to exist as such identical share of capital stock, shall not be affected by the Merger, and shall not be converted into any other security or otherwise converted as a result of the Merger. The certificates for such shares shall not be surrendered or in any way modified by reason of the effectiveness of the Merger. No shares of capital stock of Parent, and no shares,

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securities or other obligations convertible into such shares, shall be issued by Parent in connection with the Merger.

- 10. <u>Amendment</u>. At any time prior to the Effective Date, Subsidiary and Parent, by mutual consent of the board of directors of Subsidiary and Parent, as the case may be, and to the extent permitted by law, may amend, modify, and supplement this Agreement in such manner as may be mutually agreed upon by them in writing.
- 11. Termination of Agreement. At any time prior to the Effective Date, this Agreement may be terminated or abandoned by the board of directors of Subsidiary or the board of directors of Parent, as the case may be. Upon termination, this Agreement shall be void and of no further force and effect, and there shall be no liability for such termination on the part of any party hereto, or the directors or shareholders of either of them.
- 12. <u>Approval of Merger</u>. By executing this Agreement, Parent, in its capacity as the sole shareholder of Subsidiary, hereby provides its consent for the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Subsidiary.
- 13. <u>Binding Effect; Governing Law</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto, and shall be governed by and construed in accordance with the Act.
- 14. <u>Execution</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which are one and the same. A facsimile copy of this Agreement shall have the same force and effect as an original.

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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by their respective directors, as the case may be, have caused this Agreement to be executed as of the day and year first above written.

MARRAY EQUITY, INC., an Alabama corporation

Name: Raymond J. Harbert

Title: President

MARRAY CORPORATION, an Alabama corporation

Name: Raymond L. Harbert

Title: President

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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 12 200

DATE 10 05 15 2010

Secretary of State

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