

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM780981

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	06/30/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GROSOUTH OF ALABAMA, INC		06/30/2003	Corporation: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	GROSOUTH, INC.
<b>Street Address:</b>	PO Box 349
<b>City:</b>	Montgomery
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	36101
<b>Entity Type:</b>	Corporation: ALABAMA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1909039	GRO SOUTH

**CORRESPONDENCE DATA**

Fax Number: 3174541349

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3175012891

Email: brad@rsindy.com

Correspondent Name: Bradley M. Stohry

Address Line 1: 525 S. Meridian St., Suite 1A2

Address Line 4: Indianapolis, INDIANA 46225

<b>NAME OF SUBMITTER:</b>	Bradley M. Stohry
<b>SIGNATURE:</b>	/bms/
<b>DATE SIGNED:</b>	01/16/2023

**Total Attachments: 21**

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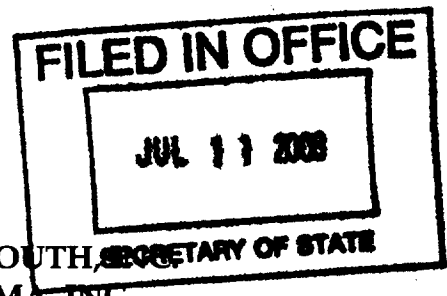
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**ARTICLES OF MERGER OF  
GRO SOUTH OF GEORGIA, INC. AND SEEDSOUTH, INC.  
WITH AND INTO GRO SOUTH OF ALABAMA, INC.**

The undersigned, a Georgia foreign corporation and two Alabama domestic corporations, do hereby execute the following Articles of Merger pursuant to Section 10-2B-11.05 of the Alabama Business Corporation Act and Section 14-2-1105 of the Georgia Business Corporation Code for the purpose of merging GRO South of Georgia, Inc., a Georgia corporation and SEEDSouth, Inc., an Alabama corporation, with and into GRO South of Alabama, Inc., an Alabama corporation.

1. The name of each of the undersigned corporations and the State and Alabama County, if applicable, in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>	<u>County Where Articles Filed</u>
GRO South of Georgia, Inc.	Georgia	Not Applicable
SEEDSouth, Inc.	Alabama	Montgomery County
GRO South of Alabama, Inc.	Alabama	Montgomery County

2. The name which the Surviving corporation is to have after the merger will be "GroSouth, Inc."

3. This merger is permitted under the laws of the States of Georgia and Alabama. GRO South of Georgia, Inc., SEEDSouth, Inc. and GRO South of Alabama, Inc. have all complied with the applicable provisions of the laws of the States of Georgia and Alabama regarding the merger.

4. The Agreement and Plan of Merger of GRO South of Georgia, Inc. and

SEEDSouth, Inc. with and into GROSouth of Alabama, Inc. (the "Agreement and Plan of Merger") is set forth in Exhibit A attached hereto and incorporated herein by reference herein.

5. The Board of Directors of GROSouth of Alabama, Inc., the Surviving Corporation in the merger, unanimously approved and adopted the Agreement and Plan of Merger by written consent on June 30, 2003, and directed that such document be submitted to a vote of its Shareholders. The Board of Directors of GROSouth of Georgia, Inc., unanimously approved and adopted the Agreement and Plan of Merger by written consent on June 30, 2003 and directed that such document be submitted to a vote of its Shareholders. The Board of Directors of SEEDSouth, Inc. unanimously approved and adopted the Agreement and Plan of Merger by written consent on June 30, 2003 and directed that such document be submitted to a vote of its Shareholders. The Shareholders of GROSouth of Alabama, Inc., GROSouth of Georgia, Inc. and SEEDSouth, Inc., respectively, all unanimously and duly approved and adopted the Agreement and Plan of Merger by written consent on June 30, 2003 in the manner prescribed by applicable law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
GROSouth of Alabama, Inc.	939 shares of \$50.00 Par Value Common Stock ("Alabama Common")	939
GROSouth of Georgia, Inc.	104,386 shares of \$1.00 Par Value Common Stock "Georgia Common")	104,386
SEEDSouth, Inc.	50,000 shares of \$1.00 Par Value Common Stock ("SEEDSouth Common")	50,000

There are no shares of GROSouth of Alabama, Inc., GROSouth of Georgia, Inc. or SEEDSouth, Inc. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Votes Against</u>
GROSouth of Alabama, Inc.	939 Alabama Common	None
GROSouth of Georgia, Inc.	104,386 Georgia Common	None
SEEDSouth, Inc.	50,000 SEEDSouth Common	None

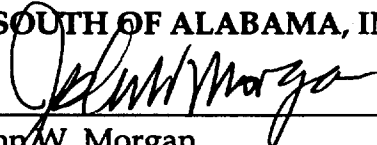
8. The Articles of Incorporation of GROSouth of Alabama, Inc. will be amended in conjunction with the merger.

9. These Articles of Merger, and the Agreement and Plan of Merger attached as Exhibit A and incorporated herein by reference, shall be effective at the date and time filed with the Offices of the Secretary of State of Georgia and of Alabama pursuant to Section 10-2B-11.05(b) of the Alabama Business Corporation Act and Section 14-2-1105 of

the Georgia Business Corporation Code, and the merger herein contemplated shall be deemed to be completed and consummated at said time.

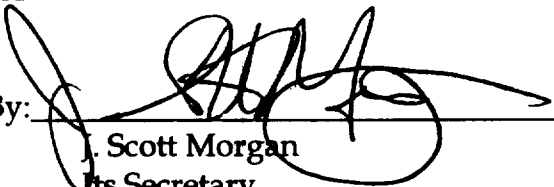
IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of GROSouth of Alabama, Inc., the President and Secretary of GROSouth of Georgia, Inc. and the President and Secretary of SEEDSouth, Inc., each thereunto duly authorized, as of the 30<sup>th</sup> day of June, 2003.

GROSOUTH OF ALABAMA, INC.

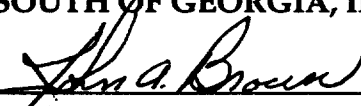
By:   
John W. Morgan  
Its President

[CORPORATE SEAL]

ATTEST:

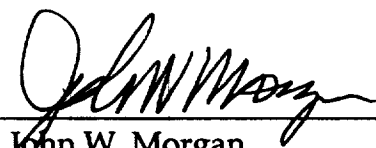
By:   
J. Scott Morgan  
Its Secretary

GROSOUTH OF GEORGIA, INC.


By:   
John A. Brown  
Its President

[CORPORATE SEAL]

ATTEST:


By:   
John W. Morgan  
Its Secretary

**SEEDSOUTH, INC.**

By:   
\_\_\_\_\_  
John W. Morgan  
Its President

[CORPORATE SEAL]

ATTEST:

By:   
\_\_\_\_\_  
John A. Brown  
Its Secretary

**THIS INSTRUMENT PREPARED BY:**

Malcolm N. Carmichael  
Balch & Bingham LLP  
Post Office Box 78  
Montgomery, Alabama 36101-0078  
334/834-6500

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER OF  
GROSOUTH OF GEORGIA, INC.  
AND SEEDSOUTH, INC.  
WITH AND INTO GROSOUTH OF ALABAMA, INC.**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of June 30, 2003, by and between **GROSOUTH OF GEORGIA, INC.** ("Georgia"), a corporation organized and existing under the laws of the State of Georgia, **SEEDSOUTH, INC.** ("SEEDSouth"), a corporation organized and existing under the laws of the State of Alabama (Georgia and SEEDSouth being hereinafter sometimes collectively referred to as the "Merging Corporations") and **GROSOUTH OF ALABAMA, INC.**, ("Alabama"), a corporation organized and existing under the laws of the State of Alabama (Alabama being hereinafter sometimes referred to as the "Surviving Corporation"), said three corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

**WHEREAS**, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that Georgia and SEEDSouth be merged with and into Alabama, with Alabama being the Surviving Corporation, under and pursuant to the applicable laws of the States of Georgia and Alabama and on the terms and conditions set forth herein:

**NOW, THEREFORE**, the parties hereto agree as follows:



## ARTICLE I

### Merger

1.1 Georgia and SEEDSouth shall be merged with and into Alabama in accordance with the applicable laws of the States of Georgia and Alabama. The separate corporate existence of each of Georgia and SEEDSouth shall thereby cease, and Alabama shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "GROSouth, Inc."

1.3 On the Effective Date (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporations, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporations, and all debts due on whatever account to them, including all choses in action and all and every other interest of or belonging to them, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporations.

1.4 From and after the Effective Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Alabama Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

## ARTICLE II

### Terms and Conditions of the Merger

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at the time and date specified in the Articles of Merger filed pursuant to Section 10-2B-11.05 of the Alabama Business Corporation Act and Section 14-2-1105 of the Georgia Business Corporation Code. The time and date of such effectiveness is referred to in this Agreement as the "Effective Date." For internal administrative purposes, including the filing of the tax returns, the effective date is July 1, 2003.

2.2 Prior to the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the Officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

### ARTICLE III

#### **Articles of Incorporation and By-Laws;** **Directors and Officers**

3.1 The Articles of Incorporation of Alabama shall, in connection with the merger, be amended as follows:

(a) Article I shall be revoked and deleted and the following substituted in lieu thereof:

**"I**  
**NAME**

The name of the Corporation shall be GROSouth, Inc."

(b) Article IV thereof shall be revoked and deleted and the following substituted in lieu thereof:

**" IV**

The total number of shares of authorized capital stock of the Corporation shall be Two Hundred Thousand (200,000) shares of common stock of the par value of \$1.00 each, being a total of Two Hundred Thousand and No/100 Dollars (\$200,000.00) authorized capital stock. The Corporation may issue fractional shares of its capital stock."

(c) The remaining Articles are hereby ratified and confirmed.

The Articles of Incorporation of Alabama, amended as provided above, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no other change to such Articles of Incorporation shall be effected by the merger.

3.2 The By-Laws of Alabama, shall, in connection with the merger, be amended as follows:

(a) Section 2 of Article III shall be deleted and the following substituted in lieu thereof:

"Section 2. Number of Directors, Tenure and Qualifications. The authorized number of Directors of the Corporation shall be a minimum of 3 and a maximum of 7 until changed by amendment of the Certificate of Incorporation or by a By-Law duly adopted by the Shareholders amending this Section 2. Each Director shall hold office until the next annual meeting of the Shareholders or until his or her successor shall have been elected and qualified."

(b) Section 1. of Article IV shall be deleted and the following substituted in lieu thereof:

"Section 1. Officers. The Officers of the Corporation shall be: Chairman of the Board, Vice Chairman of the Board, Chief Operating Officer, Chief Financial Officer, President, Vice-President, Secretary and Treasurer. The Corporation may also have, at the discretion of the Board of Directors, one or more additional Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, and such officers as may be appointed in accordance with the provisions of this Section. One person may hold two or more offices, except those of Chairman of the Board and President."

(c) The following sections 9, 10, 11 and 12 shall be added to Article IV of the Bylaws:

"Section 9. Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors and Stockholders and shall perform such other duties as may be assigned from time to time by the Board of Directors or prescribed by these By-Laws.

Section 10. Vice Chairman of the Board. The Vice Chairman of the Board shall, in the absence of the Chairman of the Board, assume the duties of the Chairman and perform such other duties as may be assigned from time to time by the Board of Directors or prescribed by these bylaws.

Section 11. Chief Operating Officer. The Chief Operating Officer shall, subject to the control of the Board of Directors, have general and active supervision over the property, business and affairs of the Corporation and over its several officers other than Chairman of the Board, Vice Chairman of the Board and President.

Section 12. Chief Financial Officer. The Chief Financial Officer shall have general supervision of the financial affairs of the Corporation and shall, subject to the control of the Board of Directors, perform such other duties and responsibilities as required in connection with the financial affairs of the Corporation."

(d) The remaining provisions of the By-Laws are hereby ratified and confirmed.

The By-Laws of Alabama, amended as provided above, shall, after the merger, continue to be the By-Laws of the surviving corporation until duly amended in accordance therewith and no other change to such By-Laws shall be affected by the merger.

3.3 The following persons will be the Directors and designated Officers of Alabama as of the Effective Date and shall, after the merger, continue as the Directors and Officers of the Surviving Corporation without change, to serve, subject to the provisions of the By-Laws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Alabama and the Articles of Incorporation and By-Laws of the Surviving Corporation:

**DIRECTORS**

John W. Morgan  
John A. Brown  
J. Scott Morgan  
N. Cecil Dorsey, Jr.

D. Sterling Kenyon  
A.L. Morgan, Jr.  
Jeff Collman

**OFFICERS**

John W. Morgan  
John A. Brown  
  
J. Scott Morgan  
  
N. Cecil Dorsey, Jr.  
D. Sterling Kenyon  
Jeff Collman

Chairman and President  
Vice Chairman and  
Vice President  
Secretary, Vice President and  
Chief Operating Officer  
Vice President  
Vice President  
Treasurer and Chief  
Financial Officer

**ARTICLE IV**

**Conversion of Shares**

4.1 The Surviving Corporation presently has issued and outstanding nine hundred thirty nine (939) shares of \$50.00 par value common stock ("Alabama Common"), which shares of Alabama Common are the only outstanding shares of Alabama. On the Effective Date and prior to the conversion described in 4.3 below, the Surviving Corporation will have issued and outstanding nine hundred thirty nine (939) shares of Alabama Common.

4.2 Georgia presently has issued and outstanding one hundred four thousand three hundred eighty six (104,386) shares of \$1.00 par value common stock ("Georgia Common"), which shares of Georgia Common are the only outstanding shares of the said Merging Corporation. On the Effective Date and prior to the conversion described in 4.3 below, Georgia will have issued and outstanding one hundred four thousand three hundred eighty six (104,386) shares of Georgia Common. SEEDSouth presently has issued and outstanding fifty thousand (50,000) shares of \$1.00 par value common stock ("SEEDSouth Common"), which shares of SEEDSouth Common are the only outstanding shares of the said Merging Corporation. On the Effective Date, and prior to the conversion described in 4.3 below, SEEDSouth will have issued and outstanding fifty thousand (50,000) shares of SEEDSouth Common.

4.3 At the Effective Date:

(a) Each then issued and outstanding share of Alabama Common shall be converted into newly issued shares of Alabama Common of the par value of \$1.00 per

share ("New Alabama Common") and allocated to the Alabama Shareholders as described in the schedule in paragraph (d) below ("Schedule");

(b) Each then issued and outstanding share of Georgia Common shall be converted into shares of New Alabama Common and allocated to the individual Georgia Shareholders as described in the Schedule;

(c) Each then issued and outstanding share of SEEDSouth Common shall be converted into shares of New Alabama Common and allocated to the individual SEEDSouth Shareholders as described in the Schedule; and

(d) The Schedule of the New Alabama Common shares issued and allocated to the individual Alabama Shareholders, Georgia Shareholders and SEEDSouth Shareholders in accordance with paragraphs (a), (b) and (c) of this Section 4.3 is as follows:

Schedule of New Alabama Common  
Shareholders Resulting from Merger

<u>Name of Shareholder</u>	<u>Shares of New Alabama Common</u>
John A. Brown	10,000
D. Sterling Kenyon	2,470
John W. Morgan	62,460
A.L. Morgan	8,860
A.L. Morgan, Jr.	5,310
N. Cecil Dorsey, Jr.	1,400
Margaret Ann Morgan	1,860
Leanne M. Gatzmeyer	1,120
Lisa M. Skinner	1,120
James Scott Morgan	2,140
Laura Alice Morgan	1,860
Wendell W. Flowers	<u>1,400</u>
Total =	100,000



4.4 After the Effective Date:

(a) Each individual holder of an outstanding certificate or certificates theretofore representing shares of Georgia Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder (other than Alabama) or transferee will be entitled to receive a certificate representing his or her respective shares of New Alabama Common described in the Schedule.

(b) Each individual holder of an outstanding certificate or certificates theretofore representing shares of SEEDSouth Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder (other than Alabama) or transferee will be entitled to receive a certificate representing his or her respective shares of New Alabama Common described in the Schedule.

(c) Each individual holder of an outstanding certificate or certificates theretofore representing shares of Alabama Common may, but shall not be required to, surrender the same to the surviving corporation for cancellation or transfer and each such holder or transferee will be entitled to receive a certificate representing his or her respective shares of New Alabama Common described in the Schedule.

(d) Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented shares of Georgia Common, shall be deemed and treated for all corporate purposes to represent the shares of New Alabama

Common described in the Schedule except that no dividends or other distributions with respect to such New Alabama Common shall be made until the certificates previously representing shares of Georgia Common shall have been properly surrendered to Alabama. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented shares of SEEDSouth Common, shall be deemed and treated for all corporate purposes to represent the shares of New Alabama Common described in the Schedule except that no dividends or other distributions with respect to such New Alabama Common shall be made until the certificates previously representing shares of SEEDSouth Common shall have been properly surrendered to Alabama. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented shares of Alabama Common shall be deemed and treated for all corporate purposes to represent the shares of New Alabama Common described in the Schedule. No other cash, shares, securities or obligations will be distributed or issued upon conversion of Georgia Common, SEEDSouth Common or Alabama Common.

## ARTICLE V

### Miscellaneous

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of any one of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Georgia and Secretary of State of Alabama of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best

interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan of Merger pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of any one of the Constituent Corporations or its Directors, Officers or Shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of SEEDSouth and Alabama dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 10-2B-13.01 - 13.32 of the Alabama Business Corporation Act, to be paid the fair market value of their shares upon compliance with such statutory sections. Notwithstanding any provision of this Agreement to the contrary, shares of Georgia Common which are issued and outstanding immediately prior to the Effective Date and which are held by Shareholders who have timely filed with Georgia a written objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive shares of New Alabama Common, pursuant to Section 4.3 hereof, but the holder thereof shall be entitled only to such rights as are granted by Article 13 of the Georgia Business Corporation Code (O.C.G.A. 14-2-1301 et seq.). Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing statutory provision shall receive payment for such shares from Alabama in accordance with such statutory provision. If such holder shall have failed to perfect, or shall have effectively withdrawn, waived or lost, his right to appraisal and payment for his shares under such statutory provisions, each such shares shall be converted into and

represent the right to receive shares of New Alabama Common, pursuant to Section 4.3 hereof, upon surrender of the certificate representing such share to Alabama.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto pertaining to the subject matter herein and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.


5.4 Each Constituent Corporation acknowledges that the shares of Alabama Common to be issued pursuant to this Agreement and Plan of Merger have not been and will not be registered under the Securities Act of 1933 (the "1933 Act") or any state securities laws and may not be resold without compliance with the 1933 Act and any applicable state securities laws. Each Merging Corporation warrants and covenants to Alabama that (a) the Alabama Common to be acquired by its respective stockholders is being acquired solely for their own accounts, for investment purposes only, and with no present intention of distributing, selling or otherwise disposing of such shares in connection with a distribution and (b) none of the shares of Alabama Common issued to such stockholders will be offered, sold, assigned, pledged, hypothecated, transferred or otherwise disposed of except after full compliance with all of the applicable provisions of the 1933 Act and the rules and regulations thereunder and after full compliance with any applicable state securities laws. Certificates representing the shares of Alabama Common shall bear the following legend:

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS, AND MAY ONLY BE SOLD OR

OTHERWISE TRANSFERRED IF THE HOLDER HEREOF COMPLIES WITH THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

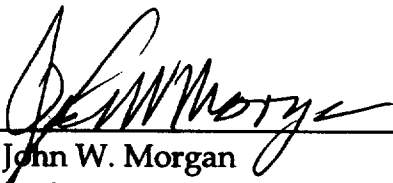
IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the duly authorized Officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first written above.

GEORGIA <sup>June</sup>  
GROSOUTH OF ALABAMA, INC.

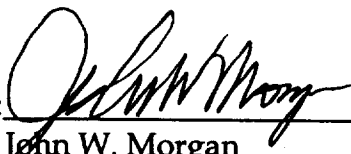
By:   
John A. Brown  
Its President

[CORPORATE SEAL]

ATTEST:


By:   
John W. Morgan  
Its Secretary

SEEDSOUTH, INC.

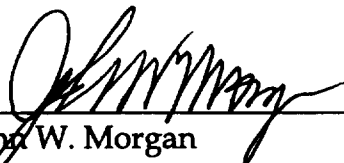
By:   
John W. Morgan  
Its President

[CORPORATE SEAL]

ATTEST:


By:   
\_\_\_\_\_  
John A. Brown  
Its Secretary

GROSOUTH OF ALABAMA, INC.

By:   
\_\_\_\_\_  
John W. Morgan  
Its President

[CORPORATE SEAL]

ATTEST:

By:   
\_\_\_\_\_  
J. Scott Morgan  
Its Secretary

Nancy L. Worley  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

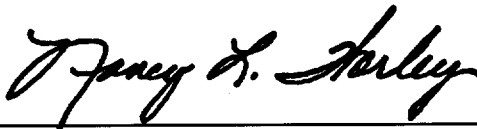
GROSouth, Inc.

This domestic corporation name is proposed to be incorporated in Montgomery County and is for the exclusive use of Malcolm N Carmichael, PO Box 78, Montgomery, AL 36101-0078 for a period of one hundred twenty days beginning June 6, 2003 and expiring October 5, 2003.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

June 6, 2003

Date



Nancy L. Worley

Secretary of State

