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MARSHA L. SPINELLA  
727-824-6203

May 21, 2001

Internet Address:  
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Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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-05/24/01--01080--019  
\*\*\*\*\*79.75 \*\*\*\*\*78.75

Re: Suncoast Roofers Supply of Daytona Beach, Inc., a Florida  
corporation, merger into Suncoast Roofers Supply, Inc., a Florida  
corporation

Dear Sir/Madam:

Enclosed for filing are Articles of Merger of Suncoast Roofers Supply of Daytona Beach, Inc. with and into Suncoast Roofers Supply, Inc. Our firm check in the amount of \$78.75 is enclosed, representing your filing fee and the cost of a certified copy of the 6 page document.

Thank you for your assistance. Please contact me if you have any questions regarding this filing.

Very truly yours,

HOLLAND & KNIGHT LLP

*Marsha L. Spinella*

Marsha L. Spinella,  
Sr. Legal Secretary

*Merger  
6-4-01  
MS*

FILED  
01 MAY 24 AM 11:46  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enc.

STP1 #405130 v1

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., a Florida  
corporation, P98000076536

INTO

**SUNCOAST ROOFERS SUPPLY, INC., a Florida entity, 473418**

File date: May 24, 2001

Corporate Specialist: Doug Spittler

ARTICLES OF MERGER OF SUNCOAST ROOFERS SUPPLY  
OF DAYTONA BEACH, INC.  
WITH AND INTO SUNCOAST ROOFERS SUPPLY, INC.

FILED  
01 MAY 24 AM 11:46  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., a Florida corporation, with and into SUNCOAST ROOFERS SUPPLY, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

| <u>Name of Corporation</u>                     | <u>State of Incorporation</u> |
|------------------------------------------------|-------------------------------|
| Suncoast Roofers Supply of Daytona Beach, Inc. | Florida                       |
| Suncoast Roofers Supply, Inc.                  | Florida                       |

2. The name which the Surviving Corporation is to have after the merger will be "SUNCOAST ROOFERS SUPPLY, INC."

3. This merger is permitted under the laws of the State of Florida. SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., and SUNCOAST ROOFERS SUPPLY, INC. have complied with the applicable provisions of the laws of the State of Florida.

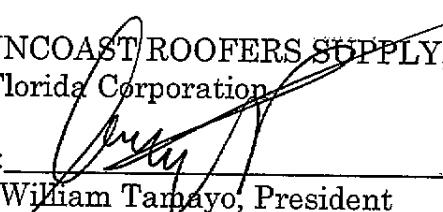
4. The AGREEMENT AND PLAN OF MERGER OF SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC. and SUNCOAST ROOFERS SUPPLY, INC., (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of SUNCOAST ROOFERS SUPPLY, INC., the Surviving Corporation in the merger, approved, recommended and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective March 31, 2001, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., approved, recommended and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective March 31, 2001, and directed that such document be submitted to a vote of its shareholders. The shareholders of SUNCOAST ROOFERS SUPPLY, INC., and SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective March 31, 2001, in the manner prescribed by law.

6. The effective date of the merger contemplated by the ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be the effective date of the merger of Suncoast Roofers Supply of Texas, Inc. with and into Suncoast Roofers Supply, Inc.

These ARTICLES OF MERGER have been signed by the President of SUNCOAST ROOFERS SUPPLY, INC., and by the President of SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., each thereunto duly authorized, dated effective as of the 31<sup>st</sup> day of March, 2001.

SUNCOAST ROOFERS SUPPLY, INC.  
a Florida Corporation

By:   
William Tamayo, President

SUNCOAST ROOFERS SUPPLY OF  
DAYTONA BEACH, INC., a Florida  
Corporation

By:   
Rowland E. Gregory, Jr., President

AGREEMENT AND PLAN OF MERGER OF  
SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC.  
WITH AND INTO SUNCOAST ROOFERS SUPPLY, INC.

THIS AGREEMENT AND PLAN OF MERGER is dated effective March 31, 2001, and is made and entered into by and between SUNCOAST ROOFERS SUPPLY OF DAYTONA BEACH, INC., ("DAYTONA"), a corporation organized and existing under the laws of the State of Florida, (DAYTONA being hereinafter sometimes referred to as the "Merging Corporation") and SUNCOAST ROOFERS SUPPLY, INC., ("SUNCOAST"), a corporation organized and existing under the laws of the State of Florida (SUNCOAST being hereinafter sometimes referred to as the "Surviving Corporation"), said two 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 DAYTONA be merged with and into SUNCOAST, with SUNCOAST being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

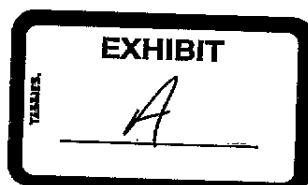
ARTICLE I

MERGER

1.1 DAYTONA shall be merged with and into SUNCOAST in accordance with the laws of the State of Florida. The separate corporate existence of DAYTONA shall thereby cease, and SUNCOAST shall be the Surviving Corporation.

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

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time 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 Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, 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 Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.



1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida 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 Corporation. 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 upon the effective date of the merger of Suncoast Roofers Supply of Texas, Inc. with and into Suncoast Roofers Supply, Inc. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective time, 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 Time, 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.

## ARTICLE III

### CHARTER AND BYLAWS:

### DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of SUNCOAST, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of SUNCOAST, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of SUNCOAST immediately prior to the Effective Time shall, after the merger, continue as Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

#### ARTICLE IV

##### CONVERSION OF SHARES

4.1 The Merging Corporation presently has issued an outstanding one thousand (1000) shares of common stock ("Daytona Common").

4.2 At the Effective Time, each issued and outstanding share of Daytona Common owned by a shareholder other than SUNCOAST ROOFERS SUPPLY, INC., shall be converted into .3533 shares of the Surviving Corporation's non-voting Common Stock. The shares of Daytona Common owned by SUNCOAST ROOFERS SUPPLY, INC., will be cancelled and will not be converted. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of Daytona Common shall be required to surrender the same to the Surviving Corporation for transfer, and each such holder or transferee will be entitled to receive certificates representing .3533 shares of the Surviving Corporation's non-voting Common Stock for every one (1) share of Daytona Common, previously represented by the stock certificates surrendered. No other cash, shares, securities or obligations will be distributed or issued upon conversion of the Daytona Common.

#### ARTICLE V

##### MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to filing with the Florida Department of State 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 Corporations. In the event of such determination and the abandonment of this Agreement and Plan 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 either of the Constituent Corporations or its Directors, offices or shareholders in respect of this Agreement and Plan.

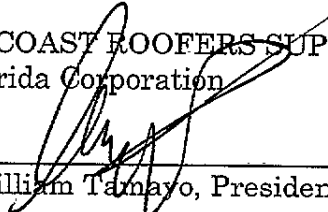
5.2 The Shareholders of DAYTONA and SUNCOAST dissenting to the Agreement and Plan, if any, shall be entitled, pursuant to Sections 607.1301, 607.1302, and 607.1320 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

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

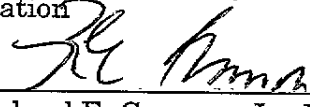
5.4 This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

This Agreement and Plan 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 effective as of the day and year first above written.

SUNCOAST ROOFERS SUPPLY, INC.  
a Florida Corporation

By:   
William Tamayo, President

SUNCOAST ROOFERS SUPPLY OF  
DAYTONA BEACH, INC., a Florida  
Corporation

By:   
Rowland E. Gregory, Jr., President