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City/State/Zip Phone #

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Kernan Inc
(Corporation Name) (Document #)
2. BLH Mechanical
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

RECEIVED
00 SEP -8 AM 11:47
DIVISION OF CORPORATIONS

- ☒ Walk in ☐ Pick up time ☒ Certified Copy *Yeah*
☐ Mail out ☒ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

FILED
00 SEP -8 AM 11:48
TALLAHASSEE, FLORIDA

When this merger was filed on 9/8/00, the amended and restated articles were omitted. The amended and restated articles became a part of this record 5/18/01 - sp

DS
9/8/00

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

KENNACO, INC., a Florida corporation, P00000083917

INTO

BCH MECHANICAL, INC., a Florida entity, 516686

File date: September 8, 2000

Corporate Specialist: Doug Spitler



Cindy L. Orlowski
Assistant to the
Corporate Secretary
702 North Franklin Street
Tampa, Florida 33602
Direct: (813) 228-1807
Fax: (813) 228-1328
e-mail: clorlowski@tecoenergy.com

May 17, 2001

VIA FEDERAL EXPRESS

Ms. Susan Payne
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: BCH Mechanical, Inc.

Dear Susan:

Attached are Amended and Restated Articles of Incorporation of BCH Mechanical, Inc. which are to be made part of the September 8, 2000 filing of the Articles of Merger and Agreement and Plan of Merger.

This will remedy the oversight in the September 8, 2000 filing that, pursuant to the Agreement and Plan of Merger, the Articles of Incorporation and Bylaws of Kennaco, Inc. were to be the surviving Articles of Incorporation and Bylaws of the surviving corporation, BCH Mechanical, Inc.

Please provide a certified copy of the Articles of Incorporation of BCH Mechanical, Inc. after the enclosed Amended and Restated Articles of Incorporation are filed so that we may have a complete and correct copy for our files. A check in the amount of \$8.75 will be arriving via regular U.S. Mail addressed to you from our BCH office.

Thank you for all of your help in resolving this problem.

Very truly yours,


Cindy L. Orlowski

Enclosure

cc: Linda M. Casserly

STATE OF FLORIDA
ARTICLES OF MERGER

OF

KENNACO, INC.
(a Florida corporation)

INTO

BCH MECHANICAL, INC.
(a Florida corporation)

FILED

00 SEP -8 AM 11:48

CLERK OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The plan of merger is as follows:
 - (a) Kennaco, Inc. ("Kennaco"), a Florida corporation, will be merged with and into BCH Mechanical, Inc. ("BCH"), a Florida corporation, and BCH will be the surviving corporation.
 - (b) All of the outstanding shares of capital stock of BCH will be converted into an aggregate of 212,127 shares of common stock of TECO Energy, Inc. Each share of stock will be converted into the right to receive 424.25655 shares of common stock of TECO Energy, Inc., with cash to be paid in lieu of fractional shares.
 - (c) The outstanding capital stock of Kennaco will be exchanged for an equal number of shares of the surviving corporation.
2. The effective date of the merger is the date of filing these Articles of Merger.
3. The Agreement and Plan of Merger dated as of September 8, 2000 pursuant to which Kennaco will be merged with and into BCH was adopted by the board of directors and shareholders of Kennaco on September 7, 2000 and by the directors and shareholders of BCH on September 7, 2000.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of BCH and Kennaco by their respective authorized officers as of the 8th day of September 2000.

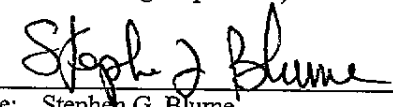
KENNACO, INC.

By: 

Name: William N. Cantrell

Its: President

BCH MECHANICAL, INC.
(Name of surviving corporation)

By: 

Name: Stephen G. Blume

Its: President

AGREEMENT AND PLAN OF MERGER

BETWEEN

KENNACO, INC.

AND

BCH MECHANICAL, INC.

Dated as of September 8, 2000

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of September 8, 2000 is between **KENNACO, INC.** (the "Buyer"), a Florida corporation, and **BCH MECHANICAL, INC.** (the "Seller"), a Florida corporation. The parties desire to effect the acquisition of the Seller by the Buyer through a merger of the Seller into the Buyer on the terms and conditions hereof. This Agreement is intended to be a "plan of reorganization" within the meaning of §368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Accordingly, in consideration of good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 – THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Florida Business Corporation Act, as amended (the "FBCA"), the Buyer shall be merged with and into the Seller (the "Merger"). The Merger shall occur at the Effective Time (as defined herein). Following the Merger, the Seller shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of the Buyer shall cease.

1.2 Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, the parties shall cause articles of merger (the "Articles of Merger") to be filed in accordance with Section 607.1105 of the FBCA and shall take all such further actions as may be required by law to make the Merger effective. The Merger shall be effective at such time as the Articles of Merger are filed with the Florida Department of State in accordance with the FBCA or at such later time as is specified in the Articles of Merger (the "Effective Time").

1.3 Effects of the Merger. The Merger shall have the effects set forth in Section 607.1106 of the FBCA.

1.4 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Buyer, in each case as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation immediately after the Effective Time, except the name of the surviving corporation shall be BCH Mechanical, Inc.

1.5 Directors and Officers. The directors and officers of the Buyer immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Treatment of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Buyer or the Seller, all outstanding capital stock of the Seller shall be converted into an aggregate of 212,127 shares of common stock of TECO Energy, Inc. Each share of stock will be converted into the right to receive 424.25655 shares of common stock of TECO Energy, Inc., with cash to be paid in lieu of fractional shares. All the outstanding common and preferred stock of Buyer shall be exchanged for an equal number of shares of Seller.

1.7 Closing of Seller Transfer Books. At the Effective Time, the stock transfer books of the Seller shall be closed and no transfer of capital stock of the Seller shall thereafter be made. If, after the Effective Time, certificates representing shares of capital stock of the Seller are presented to the Surviving Corporation, they shall be cancelled.

SECTION 2 – TERMINATION, AMENDMENT AND WAIVER

2.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether prior to or after approval by either party's common shareholders, as follows:

- (a) by either the Buyer or the Seller, by written notice to the other, if any governmental entity shall have issued any injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger and such injunction or other action shall have become final and nonappealable; and
- (b) at any time with the written consent of the Buyer and the Seller.

2.2 Effect of Termination. If this Agreement is terminated as provided in Section 2.1, this Agreement shall forthwith become void and have no effect, without liability on the part of the Buyer and the Seller and their respective directors, officers or shareholders.

2.3 Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

2.4 Waiver. At any time prior to the Effective Time, either party may (a) extend the time for the performance of any of the obligations or other acts of the other party or (b) waive compliance with any of the agreements of the other party or any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit; provided that any such extension or waiver shall be binding upon a party only if such extension or waiver is set forth in a writing executed by such party.

SECTION 3 – MISCELLANEOUS

3.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

3.2 Governing Law. This Agreement is governed by the laws of the State of Florida without regard to its conflict of law principles.

3.3 Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.

3.4 Section Headings. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

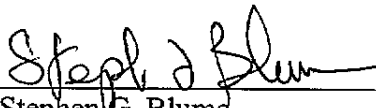
3.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first stated above.

KENNACO, INC.

By: 
Name: William N. Cantrell
Its: President

BCH MECHANICAL, INC.

By: 
Name: Stephen G. Blume
Its: President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BCH MECHANICAL, INC.**

Pursuant to Section 607.1003 of the Florida Statutes and the Agreement and Plan of Merger dated as of September 8, 2000 between Kennaco, Inc. and BCH Mechanical, Inc. (the "Merger Agreement"), BCH Mechanical, Inc., a Florida corporation (the "Corporation"), certifies that:

- (1) The name of the Corporation is BCH Mechanical, Inc.;
- (2) The Articles of Incorporation of the Corporation are amended and restated in their entirety according to Section 1.4 the Merger Agreement.
- (3) The Merger Agreement was duly adopted by the directors and shareholders of the Corporation on September 7, 2000.

The text of the Articles of Incorporation of the Corporation is restated with the amendments described above, effective as of the date of filing Articles of Merger of Kennaco, Inc. and BCH Mechanical, Inc. with the Florida Department of State, to read as follows:

ARTICLE I

Name

The name of this corporation is: BCH Mechanical, Inc.

ARTICLE II

Principal Address

The principal address of the corporation is: 702 North Franklin Street, Tampa, FL 33602

ARTICLE III

Duration

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE IV

Purposes

The general purpose for which this corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Florida Business Corporation Act and any amendments thereto, and in connection therewith, this corporation shall have and may exercise any and all powers conferred from time to time by law upon corporations formed under such Act.

ARTICLE V

Authorized Shares

The maximum number of shares which the corporation shall be authorized to issue is 7,500 shares of common stock, \$1.00 par value per share.

The consideration for the purchase of any such stock from this corporation shall be set from time to time by the Directors of the corporation at any regular meeting or any special meeting called for such purpose, always provided that such consideration shall not be less than par value, but it may be either money current of the United States of America or good and sufficient exchange of an item of value comparable or greater than the stock purchase therewith in this corporation, and said stock shall be fully paid and nonaccessible when such consideration is paid.

ARTICLE VI

Registered Office and Agent

The address of the registered office of this corporation is 702 North Franklin Street, Tampa, Florida 33602, and the name of the corporation's registered agent at that address is Sheila M. McDevitt. This corporation shall have the right to change such registered office and such registered agent from time to time as provided by law.

ARTICLE VII

Board of Directors

The business and affairs of this corporation shall be managed by the Board of Directors, which may exercise all such powers of this corporation and do all such lawful acts and things as are not by law directed or required to be exercised or done only by the shareholders. A quorum for the transaction of business at meetings of the directors shall be determined as provided in the bylaws. Subject to the bylaws of this corporation, meetings of the directors may be held within or without the State of Florida. Directors need not be shareholders.

ARTICLE VIII

Initial Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is three, and the name and street address of the initial directors, who are to serve as directors until the first annual meeting of the shareholders, or until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
W. N. Cantrell	702 N. Franklin Street Tampa, FL 33602
R. K. Eustace	702 N. Franklin Street Tampa, FL 33602
G. L. Gillette	702 N. Franklin Street Tampa, FL 33602

The number of directors may be increased or decreased from time to time, and vacancies shall be filled as provided in the bylaws.

ARTICLE IX

Incorporator

The name and street address of the incorporator are:

Name

D. E. Schwartz

Address

702 N. Franklin Street
Tampa, FL 33602

ARTICLE X

Bylaws

(a) The power to adopt the bylaws of this corporation, to alter, amend or repeal the bylaws, or to adopt new bylaws shall be vested in the Board of Directors of this corporation; provided, however, that any bylaw or amendment thereto as adopted by the Board of Directors may be altered, amended or repealed by vote of the shareholders entitled to vote thereon, or a new bylaw in lieu thereof may be adopted by vote of shareholders.

(b) The bylaws of this corporation shall be for the government of this corporation and may contain any provisions or requirements for the management or conduct of the affairs and business of this corporation, provided the same are not inconsistent with the provisions of these Articles of Incorporation or contrary to the laws of the United States.

ARTICLE XI

Amendment of Articles of Incorporation

The corporation reserves the right to amend, alter change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the shareholders herein are subject to this reservation.

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Sheila M. McDevitt
Registered Agent