

Division of Corporations

335843

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MERGER OR SHARE EXCHANGE

ESSLINGER-WOOTEN-MAXWELL, INC.

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 22, 2003

ESSLINGER-WOOTEN-MAXWELL, INC.
1360 SOUTH DIXIE HIGHWAY
CORAL GABLES, FL 33146

SUBJECT: ESSLINGER-WOOTEN-MAXWELL, INC.
REF: 335843

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please correct the florida statutes number on page 2 of the plan of merger.

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Teresa Brown
Document Specialist

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03 JUL 22 PM 12:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF FIRST RESERVE, INC.
WITH AND INTO ESSLINGER-WOOTEN-MAXWELL, INC.**

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 FIRST RESERVE, INC., a Florida corporation, with and into ESSLINGER-WOOTEN-MAXWELL, 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>
ESSLINGER-WOOTEN-MAXWELL, INC.	Florida
FIRST RESERVE, INC.	Florida

2. The name which the Surviving Corporation is to have after the merger will be "ESSLINGER-WOOTEN-MAXWELL, INC."

3. This merger is permitted under the laws of the State of Florida. FIRST RESERVE, INC. and ESSLINGER-WOOTEN-MAXWELL, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF FIRST RESERVE, INC. WITH AND INTO ESSLINGER-WOOTEN-MAXWELL, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of ESSLINGER-WOOTEN-MAXWELL, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on July 21, 2003, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of FIRST RESERVE, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER at a Special Meeting of the Board of Directors held on July 18, 2003, and directed that such document be submitted to a vote of its shareholders. The shareholders of ESSLINGER-WOOTEN-MAXWELL, INC. and FIRST RESERVE, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on July 21, 2003, in the manner prescribed by 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>
ESSLINGER-WOOTEN-MAXWELL, INC.	15,000 shares of no par value common stock ("EWM Shares")	15,000
FIRST RESERVE, INC.	6,547,350 shares of no par value common stock ("FRI Shares")	6,547,350

There were no shares of ESSLINGER-WOOTEN-MAXWELL, INC. or FIRST RESERVE, INC. entitled to vote as a class.

7. Voting results of the Merger are as follows:

a. Esslinger-Wooten-Maxwell, Inc. The Merger was submitted to and approved by the sole shareholder and directors of Esslinger-Wooten-Maxwell, Inc. by written consents, dated July 21, 2003.

b. First Reserve, Inc. The Merger was submitted to and approved by the directors of First Reserve, Inc. at a Special Meeting held on July 18, 2003 and approved by the written consent of the holders of a majority of the issued and outstanding shares of First Reserve, Inc.'s common stock, dated July 21, 2003, resulting in the approval of the Merger.

8. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective when filed pursuant to Section 607.1105 of the Florida Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of ESSLINGER-WOOTEN-MAXWELL, INC. and by the President and Secretary of FIRST RESERVE, INC., each thereunto duly authorized, as of the 21st day of July 2003.

ESSLINGER-WOOTEN-MAXWELL, INC.

By: *Ronald A. Shuffield*
Ronald A. Shuffield, President

[CORPORATE SEAL]

ATTEST:

Allen C. Harper
Allen C. Harper
Chairman of the Board

FIRST RESERVE, INC.

By: *Ronald A. Shuffield*
Ronald A. Shuffield, President

[CORPORATE SEAL]

ATTEST:

Allen C. Harper
Allen C. Harper
Chairman of the Board

**AGREEMENT AND PLAN OF MERGER OF
FIRST RESERVE, INC.
WITH AND INTO ESSLINGER-WOOTEN-MAXWELL, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of July 21, 2003, by and between FIRST RESERVE, INC. ("FRI"), a corporation organized and existing under the laws of the State of Florida (FRI being hereinafter sometimes referred to as the "Merging Corporation") and ESSLINGER-WOOTEN-MAXWELL, INC. ("EWM"), a corporation organized and existing under the laws of the State of Florida (EWM 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 FRI be merged with and into EWM, with EWM being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein; and

WHEREAS, the proposed merger of the Constituent Corporations is intended to qualify as a "reorganization" within the meaning of Section 368 (a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

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

1.2 The name which the Surviving Corporation is to have after the merger shall be "Esslinger-Wooten-Maxwell, Inc."

1.3 On the Effective Date (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 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 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 Date, 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 filing the Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act. The date of such effectiveness is referred to in this Agreement as the "Effective Date."

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.

ARTICLE III

ARTICLES AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of EWM, as in effect immediately prior to the Effective Date, 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 EWM, as in effect immediately prior to the Effective Date, 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 EWM immediately prior to the Effective Date shall, after the merger, continue as the 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 Surviving Corporation presently has issued and outstanding 15,000 shares of no par value common stock ("EWM Common Stock") which shares of EWM Common Stock are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued and outstanding 6,547,350 shares of no par value common stock ("FRI Common Stock").

4.3 At the Effective Date, each issued and outstanding share of FRI Common Stock shall be converted into one (1) share of EWM Common Stock. After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of FRI Common Stock 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 certificates representing the same number of shares of EWM Common Stock previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented FRI Common Stock shall be deemed and treated for all corporate purposes to represent the ownership of the same number of shares of EWM Common Stock.

ARTICLE V

MISCELLANEOUS

5.1 Prior to the Effective Date, the Constituent Corporations, and, after the Effective Date, the Surviving Corporation, shall take all such action or actions as shall be necessary and appropriate to ensure that the merger of the Constituent Corporations qualifies and continues to qualify as a "reorganization" within the meaning of Section 368 (a)(1)(A) of the Code.

5.2 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 the filing with the Secretary of State of Florida 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 pursuant to the provisions of this Section 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, officers or shareholders in respect of this Agreement and Plan.

5.3 The Shareholders of FRI and EWM dissenting to the Agreement and Plan shall be entitled, to the extent applicable, pursuant to Section 607.1320 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.4 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.

IN WITNESS WHEREOF, 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, all as of the day and year first above written.

ESSLINGER-WOOTEN-MAXWELL, INC.

By: *Ronald A. Shuffield*
Ronald A. Shuffield, President

[CORPORATE SEAL]

ATTEST:

Allen C. Harper
Allen C. Harper
Chairman of the Board

FIRST RESERVE, INC.

By: *Ronald A. Shuffield*
Ronald A. Shuffield, President

[CORPORATE SEAL]

ATTEST:

Allen C. Harper
Allen C. Harper
Chairman of the Board