

176604

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MERGER OR SHARE EXCHANGE

Lee & Cates Glass, Inc.

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ARTICLES OF MERGER
OF L10000132634
LEE & CATES AUTO GLASS, LLC,
LEE & CATES CONTRACT, LLC, L10000132631
Florida limited liability companies

WITH AND INTO

LEE & CATES GLASS, INC., 176604
a Florida corporation

EFFECTIVE DATE
12-5-14

Pursuant to the provisions of Sections 607.1108 and 607.1109 of the Florida Business Corporation Act and Section 605.1025 of the Florida Revised Limited Liability Company Act, the undersigned enter into these Articles of Merger by which LEE & CATES AUTO GLASS, LLC, a Florida limited liability company (Florida Document No. L10000132634) and LEE & CATES CONTRACT, LLC, a Florida limited liability company (Florida Document No. L10000132631) (collectively, referred to as "Merging Companies"), shall be merged with and into LEE & CATES GLASS, Inc., a Florida corporation (Florida Document No. 176604) ("Surviving Corporation"), and Surviving Corporation shall be the surviving business entity, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 607.1103 of the Florida Business Corporation Act and Section 605.1022 of the Florida Revised Limited Liability Company Act. The undersigned hereby certify as follows:

FIRST, a copy of the Plan is attached hereto and made a part hereof as Exhibit A.

SECOND, the merger shall become effective at 11:59 p.m. on December 5, 2014.

THIRD, the Plan was unanimously adopted and approved on December 5, 2014, by the written consent of the Board of Directors, in accordance with the applicable laws of the State of Florida. No shareholder approval of these mergers was required for the Surviving Corporation under Florida Statute § 607.1103(7) because the Surviving Corporation will be the surviving corporation in the merger, the articles of incorporation of the Surviving Corporation will not differ from its articles before the merger and each shareholder of the Surviving Corporation will hold the same number of shares, with identical designations, preferences, limitations and relative rights, immediately after the merger.

FOURTH, the Plan was adopted and approved on December 5, 2014, by the unanimous consent of the Members of each of the Merging Companies in accordance with the provisions of each of the Merging Companies Articles of Organization, Operating Agreement and applicable laws of the State of Florida.

FIFTH, the attached Plan of Merger meets the requirements of Sections 607.1108 and 605.1022, *Florida Statutes*, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapters 607 and 605, *Florida Statutes*.

[Signature page to follow.]

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IN WITNESS WHEREOF, these Articles of Merger have been executed this 5th day of December, 2014.

MERGING COMPANIES:

LEE & CATES AUTO GLASS, LLC a Florida
limited liability company

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President of
Lee & Cates Glass, Inc., as Manager

LEE & CATES CONTRACT, LLC a Florida
limited liability company

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President of
Lee & Cates Glass, Inc., as Manager

SURVIVING CORPORATION:

LEE & CATES GLASS, INC., a Florida
corporation

By: Thomas D. Lee
Name: Thomas D. Lee, III
Title: President

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3. **Approval.** The Merger contemplated by this Plan has been approved by the Members of the Merging Companies in the manner provided by the Florida Limited Liability Company Act and by the board of directors and shareholders of the Surviving Corporation in the manner provided by the Florida Business Corporation Act.

4. **Effective Time.** The Merger of Merging Companies with and into the Surviving Corporation shall become effective at 11:59 p.m. on December 5, 2014 (the "Effective Time").

5. **Conversion of Member's Interest of Merging Companies.** At the Effective Time, all of the Member Interests in the Merging Companies which are issued and outstanding at the Effective Time shall be retired and cancelled, automatically, without any further action on the part of Merging Companies or the Surviving Corporation, or otherwise. Thomas D. Lee, III ("Lee") owns a one percent (1%) profits interest in each of the Merging Companies which was granted pursuant to Restricted Units Agreements entered into with each of the Merging Companies in December 2010. By signing below, Lee understands, acknowledges and agrees that his one percent (1%) member interest in each of the Merging Companies will be extinguished in the mergers and he will receive no consideration therefore. Lee waives any and all dissenters rights, appraisal rights or similar rights in connection with the mergers. The parties hereto agree that at the Effective Time, the Restricted Units Agreements shall be terminated.

6. **Effect of Merger.** At the Effective Time, the separate existence of Merging Companies shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of Merging Companies, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Companies, and neither the rights of creditors nor any liens on the property of Merging Companies shall be impaired by the Merger. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Companies acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Companies, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Companies, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Companies acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

7. **Surviving Corporation.** Lee & Cates Glass, Inc., a Florida corporation, is the Surviving Corporation and its principal address is 5355 Shawland Road, Jacksonville, Florida 32254, and its mailing address is P.O. Box 41146, Jacksonville, Florida 32203.

8. **Abandonment.** This Plan may be abandoned at any time prior to the Effective Time by the Merging Companies or the Surviving Corporation.

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Exhibit A

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PLAN OF MERGER

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**AGREEMENT AND PLAN OF MERGER
OF
LEE & CATES AUTO GLASS, LLC,
LEE & CATES CONTRACT, LLC,
Florida limited liability companies**

INTO

**LEE & CATES GLASS, INC.,
a Florida corporation**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") dated as of December 5, 2014, provides for the merger (the "Merger") of LEE & CATES AUTO GLASS, LLC, a Florida limited liability company, and LEE & CATES CONTRACT, LLC, a Florida limited liability company ("Merging Companies") with and into LEE & CATES GLASS, INC., a Florida corporation (the "Surviving Corporation"), as follows:

WITNESSETH:

WHEREAS, the Merging Companies are limited liability companies organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, Section 607.1108 of the Florida Business Corporation Act permits another business entity to be merged into a corporation;

WHEREAS, Section 605.1021 of the Florida Limited Liability Company Act permits a limited liability company to be merged into another business entity; and

WHEREAS, the Members of the Merging Companies have deemed it to be in their best interests for the Merging Companies to merge into the Surviving Corporation.

NOW, THEREFORE, the Merging Companies hereby agree that the Merging Companies shall be merged into the Surviving Corporation in accordance with the applicable laws of the State of Florida and the terms and conditions of and in the manner set forth in this Plan of Merger.

1. **Merger.** Upon effectiveness of the Merger, the Merging Companies shall be merged with and into the Surviving Corporation, the separate existence of the Merging Companies shall cease and the Surviving Corporation shall be the surviving business entity.

2. **Terms and Conditions of Merger.** The terms and conditions of the Merger are outlined in the Articles of Merger in the form attached as Exhibit A hereto shall be duly signed and filed with the Secretary of State of Florida.

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Surviving Corporation

LEE & CATES GLASS, INC., a Florida corporation

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President

Merging Companies

LEE & CATES AUTO GLASS, LLC, a Florida limited liability company

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President of Lee & Cates Glass, Inc., as Manager

LEE & CATES CONTRACT, LLC, a Florida limited liability company

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President of Lee & Cates Glass, Inc., as Manager

Shareholders of Merging Corporations

LEE & CATES GLASS, INC., a Florida corporation

By: Thomas D. Lee
Name: Thomas D. Lee, III, as President

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Thomas D. Lee
Thomas D. Lee, III

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