

12/17/13

205274

Division of Corporations

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MERGER OR SHARE EXCHANGE

Gulf Coast Chemical Corporation

Certificate of Status	0
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ARTICLES OF MERGER
OF
GULF COAST CHEMICAL CORP., S.E.
INTO
GULF COAST CHEMICAL CORPORATION

GULF COAST CHEMICAL CORP., S.E. and GULF COAST CHEMICAL CORPORATION, each a Florida corporation, acting in compliance with the provisions of Section 607.1105, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving corporation is Gulf Coast Chemical Corporation ("Gulf"), a Florida corporation (Florida Document No. 205274).
2. The name and jurisdiction of the merging corporation is Gulf Coast Chemical Corp., S.E. ("Gulf S.E."), a Florida corporation (Florida Document No. P10000096250).
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A."
4. The Agreement and Plan of Merger was approved by the Class A Voting shareholders of Gulf S.E. on DECEMBER 12, 2013.
5. The Agreement and Plan of Merger was approved by the Board of Directors of Gulf on DECEMBER 12, 2013, and shareholder approval is not required.
6. The effective date of the merger shall be December 31, 2013 at 11:59 pm.

GULF COAST CHEMICAL CORP., S.E.

Dated: 12.12.13

By: Karl F. Walter
Karl F. Walter, President

GULF COAST CHEMICAL CORPORATION

Dated: 12/12/13

By: Keith G. Walter
Keith G. Walter, President

EXHIBIT "A"

Agreement and Plan of Merger

See Attached

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 12th day of DECEMBER, 2013, by and between Gulf Coast Chemical Corp., S.E. ("Gulf S.E.") and Gulf Coast Chemical Corporation ("Gulf"), both being corporations organized and existing under the laws of the State of Florida. Gulf S.E. and Gulf are sometimes collectively referred to in this Agreement as the "Constituent Corporations" and are sometimes referred to individually as a "Constituent Corporation".

WITNESSETH:

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and for the general welfare of such corporation and its shareholders that Gulf S.E. merge with and into Gulf and that Gulf merge Gulf S.E. with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Gulf S.E., by its Articles of Incorporation, has an authorized capitalization of 100 shares of Class A Voting common stock, \$.01 par value, of which 50 shares are now issued and outstanding, and 100 shares of Class B Non-Voting common stock, \$.01 par value, of which 51 shares are now issued and outstanding; and

WHEREAS, Gulf, by its Articles of Incorporation, has an authorized capitalization of 1,000,000 shares of common stock, \$.01 par value, of which 3,000 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Corporations have agreed and do hereby agree each with the other that Gulf S.E. shall be merged with and into Gulf, and that Gulf shall merge Gulf S.E. with and into itself. Gulf shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. **EFFECTIVE DATE.**

The merger provided for in this Agreement shall be deemed to be effective and the Constituent Corporations shall be deemed to have merged as of the close of business on December 31, 2013 at 11:59 p.m. (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Pursuant to the merger, a cash payment of \$242.56 per share will be made to all stockholders of Gulf S.E. and thereafter all of the outstanding shares of stock of Gulf S.E. will be cancelled. No new shares of stock in Gulf will be issued. Each share of common stock of Gulf that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of Gulf.

4. **EFFECT OF THE MERGER.**

(a) **Existence of Gulf S.E.** On the Effective Date, the separate existence of Gulf S.E. shall cease and it shall be merged with and into Gulf. Thereupon, all the property, real, personal, and mixed, and all interest therein, of Gulf S.E. and all debts due to it, shall be transferred to and invested in Gulf without further act or deed and without reversion or impairment. Gulf shall thenceforth be responsible and liable for all the liabilities and obligations of Gulf S.E.

(b) **Articles of Incorporation.** The Articles of Incorporation of Gulf, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Gulf and shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of Gulf as in effect on the Effective Date, shall continue in full force and effect as the By-laws of Gulf and shall not be changed or amended by the merger.

(d) **Board of Directors; and Officers.** Until altered by the shareholders or directors, as the case may be, of Gulf, the duly elected Board of Directors and officers of Gulf shall continue to serve as the officers and directors of Gulf and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the shareholders of Gulf S.E. for approval. The unanimous affirmative vote of the holder of all of the shares of Gulf S.E. entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF GULF S.E.**

Gulf S.E. hereby represents and warrants to Gulf that:

(a) **Organization and Standing.** Gulf S.E. is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Gulf S.E.'s Authorized Capital Stock.** Gulf S.E.'s authorized capital stock consists of 100 shares of Class A Voting common stock, \$.01 par value, of which 50 shares are issued and outstanding, fully paid and non-assessable, and 100 shares of Class B Non-Voting common stock, \$.01 par value, of which 51 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of Gulf S.E.

(c) **Subsidiaries.** Gulf S.E. has no subsidiaries.

(d) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Gulf S.E. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of Gulf S.E. by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of Gulf S.E., or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Gulf S.E. is subject or to which Gulf S.E. is a party.

(f) **No Liabilities.** Except to the extent previously disclosed to Gulf, Gulf S.E. has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

7. **REPRESENTATIONS AND WARRANTIES OF GULF.**

Gulf hereby represents and warrants to Gulf S.E. that:

(a) **Organization and Standing.** Gulf is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) Authorized Capital Stock. Gulf's authorized capital stock consists of 1,000,000 shares of common stock, par value \$.01 per share, of which 3,000 shares are issued and outstanding.

(c) Authority. The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Gulf. No further corporate action is required by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of Gulf, enforceable against Gulf in accordance with its terms.

(d) No Violation. The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of Gulf, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Gulf is subject or to which Gulf is a party.

9. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) Headings. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Expenses. Gulf shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the shareholders of Gulf S.E.

(e) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

(f) Further Assurances. Gulf S.E. agrees that from time to time following the Effective Date, as and when requested by Gulf, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Gulf may deem necessary or desirable, in order more fully to vest in and confirm to Gulf title to and possession of all of its said property, rights,

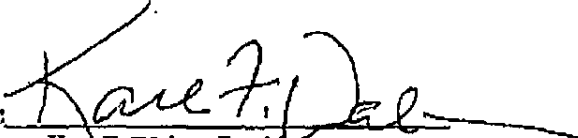
privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each corporation that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

GULF COAST CHEMICAL CORP., S.E.

By: 
Keith G. Walter, President

GULF COAST CHEMICAL CORPORATION

By: 
Karl E. Walter, President

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