

323890

WILLIAM F. POOLE, IV, P.A.  
ATTORNEYS AND COUNSELORS AT LAW

December 3, 1998

WILLIAM (FRED) POOLE, IV  
Corporate and Business Law

Secretary of State  
State of Florida  
Division of Corporations  
P. O. Box 6327  
Tallahassee, Florida 32314

Eola Park Centre  
Suite 1180  
200 E. Robinson Street  
Orlando, Florida 32801  
Telephone (407) 422-6662  
Facsimile (407) 422-4128  
Email: poolelaw@mindspring.com

RE: Filing Articles of Merger - Lighting Design & Sales of Georgia, Inc.,  
a Georgia corporation/Southeastern Electrical Sales Co., Inc.,  
a Florida corporation

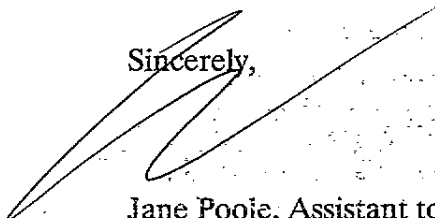
700002706287-9  
-12/08/98-01064-001  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

Dear Sir or Madam:

Enclosed find one original and one copy of Articles of Merger with attached Plan of Merger for filing with the Secretary of State, State of Georgia. We have enclosed our check in the amount of \$78.75 for filing fee and certified copy.

Please forward confirmation of filing to our office. A self-addressed, stamped envelope is enclosed for your use.

Sincerely,



Jane Poole, Assistant to  
William F. Poole, IV  
WILLIAM F. POOLE, IV, P.A.

/jp  
Enclosures

FILED  
98 DEC - 8 PM 3:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

323890  
By Mr. [unclear]  
#Cert Copy  
12.9.98

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

LIGHTING SALES & DESIGN OF GEORGIA, INC., A non qualified Georgia corp.

INTO

**SOUTHEASTERN ELECTRICAL SALES CO., INC.**, a Florida corporation,  
323890

File date: December 8, 1998

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER  
OF  
SOUTHEASTERN ELECTRICAL SALES CO., INC.  
AND  
LIGHTING SALES & DESIGN OF GEORGIA, INC.

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of Florida Statutes and OCGA Section 14-2-1105.1a, the undersigned corporations, Southeastern Electrical Sales Company, Inc. hereinafter referred to as SESCO, a Florida Corporation and Lighting Sales and Design of Georgia, Inc., a Georgia corporation, hereby execute these Articles of Merger for the purposes of merging Lighting Sales and Design of Georgia, Inc. into SESCO as the surviving corporation.

(1) The plan of merger setting forth the terms and conditions of merger of LIGHTING SALES & DESIGN OF GEORGIA, INC. into SESCO is attached to the Articles of Merger and incorporated herein by reference.

(2) This plan of merger has been approved by the Board of Directors of LIGHTING SALES AND DESIGN OF GEORGIA, INC. and duly approved by the shareholders on June 17, 1998.

(3) This plan of merger has been approved by the Board of Directors of SESCO and duly approved by a majority of the shareholders on March 31, 1998.

(4) The plan of merger shall be effective upon the filing of the Articles with the Department of State, State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles of Merger to be signed as of the 2 day of December, 1998.

SOUTHEASTERN ELECTRICAL  
SALES CO., INC.

By: \_\_\_\_\_

Marshall Graham, President

LIGHTING SALES & DESIGN OF  
GEORGIA, INC.

By: Marshall M. Graham  
Marshall Graham, Vice President / SECRETARY

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of  
December, 1998 by Marshall Graham as President for SESCO.

William F. Poole, IV  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



William F. Poole, IV  
MY COMMISSION # CC641308 EXPIRES  
June 2, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of December,  
1998 by Marshall Graham, as Vice President for Lighting Sales & Design of Georgia, Inc.

William F. Poole, IV  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



William F. Poole, IV  
MY COMMISSION # CC641308 EXPIRES  
June 2, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

## PLAN OF MERGER

PLAN OF MERGER dated the 17 day of June, 1998, between SOUTHEASTERN ELECTRICAL SALES CO., INC. ("SESCO"), hereinafter sometimes called the Surviving Corporation, and LIGHTING SALES & DESIGN OF GEORGIA, INC., hereinafter sometimes called the Absorbed Corporation.

### STIPULATIONS

WHEREAS, SESCO is a corporation organized and existing under the laws of the State of Florida, with its principal office at 1201 Fairview Avenue, Winter Park, Florida; and

WHEREAS, SESCO has capitalization of 150,000 authorized shares of \$.10 par value common stock; and

WHEREAS, LIGHTING SALES & DESIGN OF GEORGIA, INC. is a corporation organized and existing under the laws of the State of Georgia with its principal office at 3175-A Corners North Court, Norcross, Georgia 30071; and

WHEREAS, LIGHTING SALES & DESIGN OF GEORGIA, INC. has a capitalization of 1,000 authorized shares of \$1.00 par value common stock, of which 830 shares are issued and outstanding as follows:

SESCO	500 SHARES
ANDREW MILLS	250 SHARES
ROBERT L. JACKSON	80 SHARES

WHEREAS, the Board of Directors of the constituent corporations deem it desirable and in the best business interest of the corporations and their stockholders that LIGHTING SALES & DESIGN OF GEORGIA, INC. be merged into SESCO pursuant to the provisions of Section 603.1101 eq. sq. of the Florida General Corporation Act in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended.

In consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

1. Merger. LIGHTING SALES & DESIGN OF GEORGIA, INC. shall merge with and into SESCO, which shall be the Surviving Corporation.

2. Terms and Conditions. On the effective date of the merger, the separate existence of the Absorbed Corporation, **LIGHTING SALES & DESIGN OF GEORGIA, INC.** shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed of the Absorbed Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors, nor any liens on the property of the Absorbed Corporation shall be impaired by the merger.

3. Conversion of Shares. The manner and basis of converting the shares of the Absorbed Corporation was:

a. Two Hundred Fifty (250) shares of the \$1.00 par value common stock of **LIGHTING SALES & DESIGN OF GEORGIA, INC.**, issued and outstanding on the effective date of the merger, held by Andrew Mills, shall be converted into 2,969 **SESCO** common shares of the \$.10 par value common stock, having a value of \$21.05 per share, which share of common stock of the Surviving Corporation shall thereupon be issued and outstanding. However, in no event shall fractional shares of the Surviving Corporation be issued. In lieu of the issuance of fractional shares to which any holder of the common stock of the Absorbed Corporation would otherwise be entitled as a result of the conversion, a payment in cash shall be made equal to the value of such fraction, based on the market value of the common stock on the effective date of the merger.

b. Eighty (80) shares of the \$1.00 par value common stock of **LIGHTING SALES & DESIGN OF GEORGIA, INC.**, issued and outstanding on the effective date of the merger, held by Robert L. Jackson, shall be converted into 952 **SESCO** common shares of the \$.10 par value common stock, having a value of \$21.05 per share, which share of common stock of the Surviving Corporation shall thereupon be issued and outstanding. However, in no event shall fractional shares of the Surviving Corporation be issued. In lieu of the issuance of fractional shares to which any holder of the common stock of the Absorbed Corporation would

otherwise be entitled as a result of the conversion, a payment in cash shall be made equal to the value of such fraction, based on the market value of the common stock on the effective date of the merger.

c. The shares of stock of Lighting and Sales Design of Georgia, Inc., held by SESCO (500 shares) shall on the effective date of this merger cease to exist and shall be canceled and no shares of the surviving corporation shall be issued in respect thereto.

d. The conversion shall be effected as follows: After the effective date of the merger, each holder of certificates for shares of common stock in the Absorbed Corporation shall surrender them to the Surviving Corporation or its duly appointed agent in such manner as the Surviving Corporation shall legally require. On receipt of such share certificates, the Surviving Corporation shall issue and exchange therefor certificates for shares of common stock in the Surviving Corporation, representing the name of shares of such stock to which such holder is entitled as provided above. The Surviving Corporation shall issue to an agent for the holders otherwise entitled to fractional share interests, a certificate for the number of whole shares representing the aggregate of such fractional share interests, and the agent shall sell such whole shares and pay over the proceeds to the stockholders entitled thereto in proportion to their fractional shares interests.

e. Holders of certificates of common stock of the Absorbed Corporation shall not be entitled to dividends payable on shares of stock in the Surviving Corporation until certificates have been issued to such stockholders. Thereafter, each such stockholder shall be entitled to receive any dividends on shares of stock of the surviving Corporation issuable to them hereunder which may have been declared and paid between the effective date of the merger and the issuance to such stockholder of the certificates for his shares in the Surviving Corporation.

f. Andrew Mills and Robert L. Jackson shall, contemporaneous with the exchange of their shares of stock in the acquiring corporation, execute a Receipt and Indemnification Agreement in substantially the same form as attached to this Plan of Merger as "Exhibit A".

4. Changes in Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, **SESCO**, shall continue to be its Articles of Incorporation, following the effective date of the merger.

5. Directors and Officers. The directors and officers of the Surviving Corporation, **SESCO**, as of the effective date of the merger shall remain unchanged.

6. Prohibited Transactions. Neither of the constituent corporations shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business.

7. Approval by Stockholders. This Plan of Merger shall be submitted for the approval of the stockholders of the constituent corporations in the manner provided by the applicable laws of the State of Florida and the State of Georgia.

8. Effective Date of Merger. The effective date of this merger shall be the date when Articles of Merger are filed by the Florida Department of State.

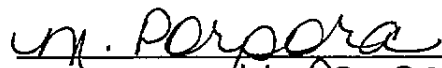
9. Abandonment of Merger. This Plan of Merger may be abandoned by action of the Board of Directors of either the Surviving or the Absorbed Corporation at any time prior to the effective date on the happening of either of the following events:

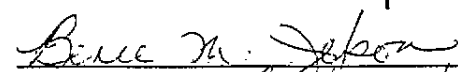
a. If the merger is not approved by the stockholders of either the Surviving or Absorbed Corporation on or before the 1st day of September, 1998; or

b. If, in the judgment of the Board of Directors of either the Surviving or Absorbed Corporation, the merger would be impracticable because of the number of dissenting stockholders asserting appraisal rights under the laws of the State of Florida.

10. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Signed, sealed and delivered  
in the present of:

  
Printed Name: M. Porpora

  
Printed Name: Renee M. Jekov

**SOUTHEASTERN ELECTRICAL SALES CO. INC.**

By:   
**MARSHALL GRAHAM, President**



LIGHTING SALES & DESIGN OF  
GEORGIA, INC.

M. Porpora  
Printed Name: M. Porpora

By: X

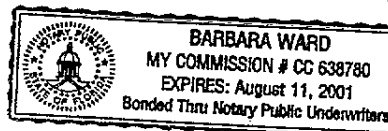
ANDY MILLS, President

Renée M. Tekov  
Printed Name: Renée M. Tekov

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **MARSHALL GRAHAM**, and that he acknowledged executing the above Plan of Merger freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and seal in the County and State last aforesaid, this 17 day of June, 1998.

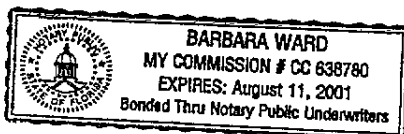


Barbara Ward  
Notary Public, State of Florida  
at Large  
My Commission Expires:  
(Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ANDY MILLS**, and that he acknowledged executing the above Plan of Merger freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and seal in the County and State last aforesaid, this 17 day of June, 1998.



X Barbara Ward  
Notary Public, State of Florida  
at Large  
My Commission Expires: