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MERGER OR SHARE EXCHANGE

SUN COATINGS, INC.

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Certificate of Status	1
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Page Count	10
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ARTICLES OF MERGER  
Merger Sheet

MERGING:

CHEMEX PAINT & COATINGS, INC., a Florida entity, J49482

INTO

**SUN COATINGS, INC.**, a Florida entity, 389086

File date: March 25, 2002

Corporate Specialist: Teresa Brown

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**ARTICLES OF MERGER  
OF  
CHEMEX PAINT & COATINGS, INC.  
INTO  
SUN COATINGS, INC.**

Under Section 607.1105, Florida Statutes

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Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names of the corporations which are parties to the merger are **CHEMEX PAINT & COATINGS, INC.**, a Florida corporation, and **SUN COATINGS, INC.**, a Florida corporation. The surviving corporation is **SUN COATINGS, INC.**, and it is to be governed by the laws of the State of Florida.

**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and, incorporated herein by reference in its entirety.

**THIRD:** The Agreement and Plan of Merger was duly adopted by all of the stockholders of **CHEMEX PAINT & COATINGS, INC.** as of the 1<sup>st</sup> day of August, 2001, and was duly adopted by the sole stockholder of **SUN COATINGS, INC.** as of the 1<sup>st</sup> day of August, 2001.

**FOURTH:** The Merger shall become effective in accordance with the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

**IN WITNESS WHEREOF**, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officer this 1<sup>st</sup> day of August, 2001.

[signatures on next page]

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**CHEMEX PAINT & COATINGS, INC.,**  
a Florida corporation

By: Raymond T. Hyer  
Name: RAYMOND T. HYER  
Title: CEO, PRES, CHAIRMAN

**SUN COATINGS, INC.,**  
a Florida corporation

By: Raymond T. Hyer  
Name: RAYMOND T. HYER  
Title: CEO, CHAIRMAN

Exhibit "A" - Agreement and Plan of Merger

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**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

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**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 1<sup>st</sup> day of August, 2001, is made and entered into by and between **CHEMEX PAINT & COATINGS, INC.**, a Florida corporation ("CHEMEX"), **SUN COATINGS, INC.**, a Florida corporation (the "SURVIVING CORPORATION"), and **KHL, INC.**, a Florida corporation (the "Parent"). CHEMEX and SURVIVING CORPORATION being sometimes referred to herein as the "Constituent Corporations".

**WITNESSETH:**

**WHEREAS**, CHEMEX is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 7,500 shares of Common Stock, of which as of the date hereof 100 shares of Common Stock are validly issued and outstanding; and

**WHEREAS**, the SURVIVING CORPORATION is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 100 shares of Common Stock, of which as of the date hereof 100 shares of Common Stock are validly issued and outstanding, all of which shares are owned by the Parent; and

**WHEREAS**, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporations and its Shareholders that CHEMEX be merged into the SURVIVING CORPORATION which shall be the surviving corporation and that the name of the surviving corporation remain SUN COATINGS, INC.; and

**WHEREAS**, the Board of Directors of the Parent has agreed to issue stock to the shareholders of CHEMEX in exchange for the cancellation of their shares in CHEMEX; and

**WHEREAS**, for federal income tax purposes, it is intended that the merger shall qualify as a reorganization in accordance with the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended;

**NOW, THEREFORE**, the Constituent Corporations hereby agree that CHEMEX shall be merged with and into the SURVIVING CORPORATION in accordance with applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

**ARTICLE I****The Constituent Corporations**

The names of the Constituent Corporations to the merger are CHEMEX PAINT & COATINGS, INC. (Florida Document No. J49482) and SUN COATINGS, INC. (Florida Document No. 389086).

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**ARTICLE II  
The Merger**

On the Effective Date (as hereinafter defined) CHEMEX shall be merged with and into the SURVIVING CORPORATION (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes Chapter 607* ("Florida Law").

**ARTICLE III  
Effect of Merger**

From and after the filing of the Articles of Merger in accordance with Article IX hereof, the Constituent Corporations shall be a single corporation which shall be the SURVIVING CORPORATION. From and after such filing, the separate existence of CHEMEX shall cease, while the corporate existence of the SURVIVING CORPORATION shall continue unaffected and unimpaired. The SURVIVING CORPORATION shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The SURVIVING CORPORATION shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the SURVIVING CORPORATION without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING CORPORATION shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the SURVIVING CORPORATION may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

**ARTICLE IV  
Articles of Incorporation and Bylaws; Officers and Directors**

The Articles of Incorporation and Bylaws of the SURVIVING CORPORATION as in effect on the Effective Date shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

The person who shall serve as the sole Director of the SURVIVING CORPORATION shall be:

**Name**

**Address**

Raymond T. Hyer, Jr.

999 Hillsboro Mile  
Hillsboro Beach, Florida 33062

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The persons who shall serve as officers of the SURVIVING CORPORATION and the offices in which they shall serve are as follows:

Name	Office
Raymond T. Hyer, Jr.	Chairman of the Board
Barton J. Malina	President
Sean W. Poole	Secretary/Treasurer

#### ARTICLE V

##### Treatment of Shares of Constituent Corporations

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the shares of Common Stock of each of the Constituent Corporations and the Parent currently held by the Shareholders of those corporations shall be treated in the following manner:

1. Each share of the Common Stock of the SURVIVING CORPORATION issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, continue in existence as a share of the Common Stock of the SURVIVING CORPORATION and there shall be no distributions of cash or securities with respect thereto.
2. Each share of the Common Stock of CHEMEX issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become exchangeable for 0.25 shares of Parent Common Stock.
3. Each share of the Common Stock of the Parent issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, continue in existence as a share of the Common Stock of the Parent and there shall be no distributions of cash or securities with respect thereto.

#### ARTICLE VI

##### Surrender of CHEMEX Certificates and Issuance of Parent Certificates

Each holder of an outstanding certificate or certificates which represent shares of CHEMEX Common Stock (the "CHEMEX Certificates") shall surrender the CHEMEX Certificates as a condition to receiving Parent Common Stock pursuant to this Agreement and Plan of Merger. From and after the Effective Date, each holder of the CHEMEX Certificates immediately prior to the filing of the Articles of Merger, other than holder(s) of shares with respect to which dissenters' rights, if any, are granted by reason of the Merger under Florida Law, shall be entitled to receive in exchange therefor a certificate representing the number of shares of Parent Common Stock into which such holder's shares of CHEMEX Common Stock were converted pursuant to Article V hereof. From and after the Effective Date, Parent shall be entitled to treat the CHEMEX Certificates which have not yet been surrendered for exchange as



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evidencing the ownership of the number of shares of Parent Common Stock into which the shares of CHEMEX Common Stock represented by the CHEMEX Certificates shall have been converted pursuant to Article V, notwithstanding the failure to surrender the CHEMEX Certificates.

#### **ARTICLE VII Dissenting Shares**

Notwithstanding anything to the contrary contained in this Agreement and Plan of Merger, holders of shares of CHEMEX Common Stock with respect to which dissenters' rights, if any, are granted by reason of the Merger under Florida Law and who do not vote in favor of the Merger and otherwise comply with Florida Law ("CHEMEX Dissenting Shares") shall not be entitled to shares of Parent Common Stock pursuant to Article V hereof unless and until the holder thereof shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Merger under Florida Law, and shall be entitled to receive only the payment provided for pursuant to Florida Law. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such holder's dissenters' rights under Florida Law, such holder's CHEMEX Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Date, the right to receive Parent Common Stock as provided in Article V hereof.

#### **ARTICLE VIII Further Assurance**

If at any time after the Effective Date the SURVIVING CORPORATION shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING CORPORATION, according to the terms hereof, the title to any property or rights of the Constituent Corporation, the last acting officers and Directors of the Constituent Corporation, as the case may be, or the corresponding officers or Directors of the SURVIVING CORPORATION shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING CORPORATION, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

#### **ARTICLE IX Approvals by Board of Directors and Shareholders**

This Agreement and Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and the Parent, and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by Florida Law on or before the 1<sup>st</sup> day of August, 2001. If duly adopted by the requisite vote, Articles of Merger meeting the requirements of Florida Law shall be filed immediately in the appropriate office in the State of Florida.

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**ARTICLE X**  
**Effective Date**

The Merger of CHEMEX into the SURVIVING CORPORATION shall become effective as of the 1<sup>st</sup> day of August, 2001, pursuant to the filing of the Articles of Merger in accordance with Florida Law. The date on which the Merger shall become effective is herein called the "Effective Date".

**ARTICLE XI**  
**Covenants of CHEMEX**

CHEMEX covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XII**  
**Covenants of the SURVIVING CORPORATION**

The SURVIVING CORPORATION covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XIII**  
**Covenants of the Parent**

The Parent covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XIV**  
**Termination**

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

**ARTICLE XV**  
**Counterparts**

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

**CHEMEX PAINT & COATINGS, INC.,**  
a Florida corporation

By: *Raymond T. Hyer*  
Name: RAYMOND T HYER  
Title: CHAIRMAN, CEO

**SUN COATINGS, INC.,**  
a Florida corporation

By: *Raymond T. Hyer*  
Name: RAYMOND T HYER  
Title: CHAIRMAN, CEO

**KHH, INC.,**  
a Florida corporation

By: *Raymond T. Hyer*  
Name: RAYMOND T HYER  
Title: CHAIRMAN, CEO