

501158

Florida Department of State
Division of Corporations
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EFFECTIVE DATE
1-1-09

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 DEC 31 AM 11:08

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

ROBINSON FANS FLORIDA, INC.

Certificate of Status	0
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Page Count	08
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ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Robinson Fans, Inc.	Pennsylvania	

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TALLAHASSEE, FLORIDA

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Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Robinson Subsidiary, Inc.	Pennsylvania	
Robinson Fans Florida, Inc.	Florida	501158

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 1 / 01 / 2009 (Enter a specific date NOTE: An effective date cannot be prior to the date of filing or more
at 12:05 a.m. than 90 days after merger file date)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 22, 2008

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____
and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 22, 2008

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____
and shareholder approval was not required

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Robinson Fans, Inc

Carl E. Stable

Carl E. Stable President & CEO

Robinson Subsidiary, Inc

Carl E. Stable

Carl E. Stable President

Robinson Fans Florida, Inc.

Carl E. Stable

Carl E. Stable Ex. Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of December 30, 2008, by and among ROBINSON FANS, INC., a Pennsylvania corporation ("Robinson Fans") and as the survivor of the Merger provided for herein called ("Surviving Corporation"), ROBINSON SUBSIDIARY, INC., a Pennsylvania corporation ("Robinson Sub"), ROBINSON FANS FLORIDA, INC., a Florida corporation ("Robinson Florida"), ROBINSON FANS HOLDINGS, INC., a Delaware corporation ("Robinson Holdings"), ROBINSON FANS ABILENE, INC., a Texas corporation ("Robinson Abilene"), and ROBINSON FANS WEST, INC., a Utah corporation ("Robinson West").

WHEREAS, Robinson Fans, Robinson Florida, Robinson Abilene and Robinson West are each a wholly-owned subsidiary of Robinson Holdings (as a result of a prior merger by and between Robinson Industries, Inc., a Pennsylvania corporation and Robinson Holdings;

WHEREAS, Robinson Sub is a subsidiary of Robinson Abilene and Robinson West; and

WHEREAS, the shareholders and the boards of directors and shareholders of each of the parties have each approved this Agreement and declared that it is desirable for, and in the best interest of, their respective entity that Robinson Sub and Robinson Florida merge with and into Robinson Fans (the "Merger") pursuant to the terms and conditions of this Agreement and in accordance with the Pennsylvania Business Corporation Law, as amended (the "PBCL") and the Florida Business Corporation Act, as amended (the "FBCA").

NOW, THEREFORE, for the purpose of effecting the Merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, the parties to this Agreement, intending to be legally bound, hereby covenant and agree as follows:

1. Merger Organization.

1.1 The Merger. As of the Effective Time (as defined in subsection 1.2 hereof): (a) Robinson Sub and Robinson Florida shall be merged with and into Robinson Fans, and the separate existence of Robinson Sub and Robinson Florida shall thereupon cease; and (b) Robinson Fans, as the surviving corporation in the Merger, shall continue its corporate existence and be organized under and governed by the PBCL under the name of "Robinson Fans, Inc.", and with the corporate purposes specified in its Articles of Incorporation.

1.2 Effective Time. The Merger shall be effected by the filing of Articles of Merger attached hereto as Exhibit A with the Secretary of State of the Commonwealth of Pennsylvania and the Secretary of State of the State of Florida in accordance with the PBCL and FBCA respectively, and the Merger shall become effective at 12:05, prevailing time, on January 1, 2009 (the "Effective Time").

1.3 Articles of Incorporation and Bylaws of the Surviving Corporation.

(a) At the Effective Time, the Articles of Incorporation of Robinson Fans, as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by the PBCL and such Articles of Incorporation.

(b) At the Effective Time, the Bylaws of Robinson Fans, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended, as provided by the PBCL, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

1.4 Officers and Directors. At the Effective Time, the directors of Robinson Fans immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Robinson Fans immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

2. Effect of Merger.

At the Effective time:

(a) The separate existence of Robinson Sub and Robinson Florida shall cease and Robinson Fans shall continue to exist as the Surviving Corporation.

(b) The Surviving Corporation shall succeed to and possess all of the property (real, personal and mixed), rights, privileges, immunities, powers, purposes and franchises, and shall be subject to all of the obligations, restrictions and liabilities of each of Robinson Fans, Robinson Sub and Robinson Florida, all without further act or deed, and all as more fully set forth under the PBCL.

3. Conversion and Exchange of Securities. The manner of converting the issued and outstanding shares of capital stock in each of the constituent corporations into shares of the capital stock of the Surviving Corporation shall be as follows:

(a) Cancellation of Robinson Sub and Robinson Florida Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Robinson Sub, Robinson Florida and Robinson Fans or the holders of any of the issued and outstanding shares of capital stock of Robinson Sub, Robinson Florida and Robinson Fans, each share of capital stock in Robinson Sub and Robinson Florida outstanding immediately prior to the Effective Time shall automatically be canceled and the shareholders of such corporations shall receive the shares of capital stock of the Surviving Corporation as set forth in Section 3(b).

(b) Issuance of Robinson Fans Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Robinson Sub, Robinson Florida and Robinson Fans or the holders of any of the issued and outstanding shares of capital stock of Robinson Sub, Robinson Florida and Robinson Fans, Robinson Holdings shall become entitled to receive that number of the issued shares of the capital stock of the Surviving Corporation as follows: (i) as to

Robinson Florida, twenty (20) shares of the capital stock of the Surviving Corporation; and (ii) as to Robinson Sub, the number of the issued and outstanding shares of capital stock in Robinson Sub held by Robinson Abilene and Robinson West immediately prior to the Effective Time, with such issuance to Robinson Holdings to be deemed a distribution to it by Robinson Abilene and Robinson West.

(c) Surrender of Robinson Sub and Robinson Florida Certificates and Issuance of Surviving Corporation Stock. Robinson Holdings shall be entitled to receive, upon the surrender to the Surviving Corporation by Robinson Holdings, Robinson Abilene and Robinson West of their certificates representing their issued and outstanding shares of capital stock in Robinson Sub and Robinson Florida, duly endorsed in blank for cancellation or accompanied by properly executed stock powers, and the Surviving Corporation shall deliver upon such surrender, share certificates representing that number of shares of the capital stock of the Surviving Corporation as Robinson Holdings is entitled to receive pursuant to the provisions of Section 3(b) above

(d) In addition, following the effectiveness of the Merger, Robinson Holdings shall tender its Stock Certificate No. 1 in Robinson Fans (previously issued to Robinson Industries, Inc. for forty (40) shares which became the property of Robinson Holdings by virtue of a previous merger involving Robinson Industries, Inc. and Robinson Holdings with Robinson Holdings being the surviving corporation) to Robinson Fans and Robinson Fans shall reissue to Robinson Holdings a new stock certificate representing the same number of shares in the name of Robinson Holdings, which such shares may be combined in the stock certificates issued to Robinson Holdings pursuant to Section 3(c) above.

4 General Provisions.

4.1 Amendments This Agreement may be modified or amended only by a written instrument signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.


4.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

4.3 No Third Party Beneficiary Rights. This Agreement is made solely for the benefit of the parties hereto and their successors and permitted assigns, and no other person shall have or be entitled to enforce any rights, benefits or obligations under this Agreement.

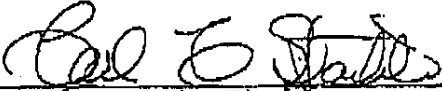
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on as of the date first written above.


ROBINSON FANS, INC


By: Carl E. Staible
Title: President & CEO

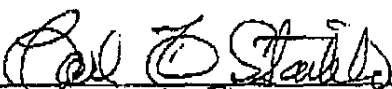
ROBINSON SUBSIDIARY, INC.


By: Carl E. Staible
Title: President


ROBINSON FANS FLORIDA, INC.


By: Carl E. Staible
Title: Ex Vice President

ROBINSON FANS HOLDINGS, INC


By: Carl E. Staible
Title: President & CEO

ROBINSON FANS ABILENE, INC.


By: Carl E. Staible
Title: President

ROBINSON FANS WEST, INC

Carl E. Stange
By: Carl E. Stange
Title: President