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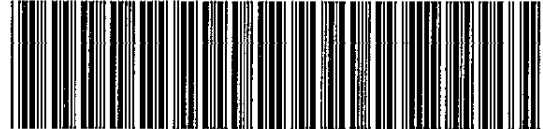
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EFFECTIVE DATE
05-31-03

G. Oudlette MAY 30 2003



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 111310 4306285

AUTHORIZATION :

COST LIMIT : \$ 90.00

Patricia Pigato

ORDER DATE : May 29, 2003

ORDER TIME : 12:51 PM

ORDER NO. : 111310-005

CUSTOMER NO: 4306285

CUSTOMER: Ms. Susan K. Brown
Barnes & Thornburg
Bldg. 11, 1313 Merchants Bank
Building 11 South Meridian
Indianapolis, IN 46204

ARTICLES OF MERGER

SOUTHEAST ENERGY MANAGEMENT
CORPORATION

INTO

BEST INTERNATIONAL HOLDINGS,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
SOUTHEAST ENERGY MANAGEMENT CORPORATION
a Florida corporation
(hereinafter the "Nonsurviving Corporation")
WITH AND INTO
BEST INTERNATIONAL HOLDINGS, INC.
an Indiana corporation
(hereinafter the "Surviving Corporation")**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In accordance with the requirements of the Indiana Business Corporation Law, as amended, (the "Indiana Law") and the Florida Business Corporation Act, as amended, (the "Florida Law"), the undersigned officer of the Surviving Corporation, desiring to give notice of and effect a merger, sets forth the following facts:

ARTICLE I

Surviving Corporation

1. The name of the Surviving Corporation is Best International Holdings, Inc., an Indiana corporation, and such name has not been changed as a result of the merger.
2. The Surviving Corporation was incorporated in the State of Indiana on September 7, 2001.

ARTICLE II

Nonsurviving Corporation

EFFECTIVE DATE
05-31-03

The name of the Nonsurviving Corporation is Southeast Energy Management Corporation, incorporated in the State of Florida on June 6, 1980. The Nonsurviving Corporation's separate corporate existence shall cease upon the effectiveness of the merger.

ARTICLE III

Plan of Merger

The Plan of Merger between the Nonsurviving Corporation and the Surviving Corporation, which sets forth the information required by §23-1-40-4 of the Indiana Law and §607.1104 of the Florida Law, is attached hereto as Exhibit A and incorporated herein by reference (the "Plan of Merger").

ARTICLE IV

Manner of Adoption and Vote of Surviving Corporation

Approval of the Plan of Merger by the shareholders of the Surviving Corporation was not required under the Indiana Law or Florida Law, because the Nonsurviving Corporation is a wholly-owned subsidiary of the Surviving Corporation. The Board of Directors of the Surviving Corporation has approved the execution and delivery of the Plan of Merger and the performance of its obligations and undertakings thereunder. The Board of Directors of the Surviving Corporation, as the sole Shareholder of the Nonsurviving Corporation, has waived mailing of the Plan of Merger pursuant to §23-1-40-4 of the Indiana Law and §607.1104 of the Florida Law.

ARTICLE V

Manner of Adoption and Vote of Nonsurviving Corporation

Approval of the Plan of Merger by the shareholder of the Nonsurviving Corporation or its Board of Directors was not required pursuant to §23-1-40-4 of the Indiana Law and §607.1104 of the Florida Law, because the Nonsurviving Corporation is a wholly-owned subsidiary of Surviving Corporation.

IN WITNESS WHEREOF, the undersigned, being an Officer of the Surviving Corporation, hereby executes these Articles of Merger for and on behalf of the Surviving Corporation and verifies, subject to the penalties of perjury, that the statements contained herein are true, this 30 day of May, 2003.

“Surviving Corporation”

BEST INTERNATIONAL HOLDINGS, INC.

By: Kathryn Partridge

Name: Kathryn Partridge

Title: Assistant Secretary

“Nonsurviving Corporation”

SOUTHEAST ENERGY MANAGEMENT
CORPORATION.

By: [Signature]

Name: David S. Winakor

Title: Assistant Secretary

PLAN AND AGREEMENT OF MERGER

Merging

SOUTHEAST ENERGY MANAGEMENT CORPORATION

With and Into

BEST INTERNATIONAL HOLDINGS, INC.

THIS PLAN AND AGREEMENT OF MERGER (the "Plan and Agreement"), made and entered into this 30 day of May, 2003, by and between **Southeast Energy Management Corporation**, a Florida corporation ("SEMCO"), and **Best International Holdings, Inc.**, an Indiana corporation (the "Surviving Corporation") (SEMCO and the Surviving Corporation being sometimes referred to herein collectively as the "Constituent Corporations");

WITNESSETH:

WHEREAS, SEMCO and the Surviving Corporation desire to consummate the business combination transaction provided for herein pursuant to which SEMCO will merge with and into the Surviving Corporation;

WHEREAS, the Surviving Corporation holds all of the issued and outstanding shares of SEMCO;

WHEREAS, the Board of Directors of the Surviving Corporation deems it advisable that SEMCO be merged with and into the Surviving Corporation, as authorized by the provisions of §23-1-40-4 of the Indiana Business Corporation Law, as amended (the "Indiana Law") and §607.1104 of the Florida Business Corporation Act, as amended (the "Florida Law"), under and pursuant to the terms and conditions hereinafter set forth;

WHEREAS, the Board of Directors of the Surviving Corporation has determined that the transactions described herein are in the best interest of the Constituent Corporations and their respective shareholders, and has approved this Plan and Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the premises and of the mutual provisions, agreements, covenants, conditions and grants herein contained, and in accordance with the provisions of the Indiana Law and the Florida Law, the parties hereto mutually covenant and agree as follows:

ARTICLE I
The Merger

1.1 The Merger. At the Effective Time (as hereinafter defined), SEMCO shall be merged with and into the Surviving Corporation in accordance with applicable provisions of the Law, the separate existence and corporate organization of SEMCO shall cease, and the corporate existence of the Surviving Corporation, including all its purposes, powers and objects, shall continue unaffected and unimpaired by the merger and the Surviving Corporation shall be governed by the laws of the State of Indiana and succeed to all rights, assets, liabilities and obligations of SEMCO as set forth in the Law (the "Merger").

1.2 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further assignments or assurances in the Law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of SEMCO acquired or to be acquired by reason of or as a result of the Merger, the officers and directors of SEMCO shall and will, in the name of SEMCO or otherwise, execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property and rights in the Surviving Corporation and otherwise to carry out the purposes of this Plan and Agreement of Merger, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of SEMCO or otherwise to take any and all such action.

ARTICLE II
Articles of Incorporation, By-Laws,
Board of Directors, Officers

2.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time shall remain the Articles of Incorporation of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with Law, the Articles of Incorporation or the Code of By-Laws.

2.2 Code of By-Laws. The Code of By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall remain the Code of By-Laws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with Law, the Articles of Incorporation or the Code of By-Laws.

2.3 Officers and Directors. The officers and directors of The Surviving Corporation at the Effective Time shall be the officers and directors of the Surviving Corporation and shall hold such offices from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Code of By-Laws of the Surviving Corporation.

ARTICLE III

**Manner and Basis of Converting Shares of SEMCO
and the Surviving Corporation into Shares of the Surviving Corporation**

3.1 Shares of SEMCO. At the Effective Time, by virtue of the Merger and without any further action on the part of the Surviving Corporation or SEMCO, all one hundred (100) issued and outstanding common shares of SEMCO held by the sole shareholder shall automatically and by operation of law be canceled. Accordingly, all certificates evidencing ownership of common shares of SEMCO shall automatically and by operation of law be canceled, void and of no further effect.

3.2 Shares of The Surviving Corporation. The shareholders of the Surviving Corporation immediately prior to the Effective Time shall be and remain the shareholders of the Surviving Corporation at the Effective Time and their respective percentage ownership interests shall continue and the certificates representing such interests shall remain valid and in full force and effect.

ARTICLE IV
General Provisions

4.1 Effective Time. The Merger shall become effective May 31, 2003 (the "Effective Time").

4.2 Manner of Termination. This Plan and Agreement and the transactions contemplated hereby may be terminated at any time prior to the Effective Time by the Surviving Corporation, if it shall determine in its sole discretion that the transactions contemplated by this Plan and Agreement have become inadvisable or impracticable for any reason.

4.3 Effect of Termination. Upon termination as provided in Section 4.2, this Plan and Agreement shall be void and of no further force or effect, and there shall be no obligation on the part of SEMCO or the Surviving Corporation or their respective officers, directors, employees, agents, or shareholders, except for payment of their respective expenses.

4.4 Effect of the Merger. From and after the Effective Time, the Surviving Corporation shall possess all of the assets, rights, privileges, immunities, powers and franchises, and shall be responsible and liable for all of the duties, liabilities, debts and obligations of SEMCO and the Surviving Corporation.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Plan and Agreement by their respective officers duly authorized as of the date and year first above written.

"Surviving Corporation"

BEST INTERNATIONAL HOLDINGS, INC.,

By: Kathryn Partridge

Name: Kathryn Partridge

Title: Assistant Secretary

"SEMCO"

**SOUTHEAST ENERGY MANAGEMENT
CORPORATION**

By: [Signature]

Name: David S. Wineker

Title: Assistant Secretary