

Document Number Only

F34467

C T CORPORATION SYSTEM /Melanie Strickland

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

FILED
99 DEC 15 PM 3:34
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

600003071526-4
-12/15/99-01073-015
*****70.00 *****70.00

Fleet Products, Inc.

into:

Gear and Wheel, Inc.

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Fict. Filing | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Fict. Filing Cancel | <input type="checkbox"/> UCC-1 UCC-3 |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name
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EFFECTIVE DATE
12-31-99

DEC 15

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Thanks, Melanie

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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

FLEET PRODUCTS, INC., a Florida corporation, J24109

INTO

GEAR AND WHEEL, INC., a Florida entity, F34467.

File date: December 15, 1999 , effective December 31, 1999

Corporate Specialist: Cheryl Coulliette

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, F.S.

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

Gear and Wheel, Inc.

Florida

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Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Fleet Products, Inc.

Florida

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 12 / 31 / 99

(Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 12/14/99

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

EFFECTIVE DATE
12-31-99

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 12/14/99

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)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Gear and Wheel, Inc.	Florida

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Fleet Products, Inc.	Florida

Third: The terms and conditions of the merger are as follows:

Attached as Exhibit A is an Agreement and Plan of Merger dated 12/14/99.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Sections 1.3, 1.4 and 1.5 of the Agreement and Plan of Merger. All of the outstanding shares of the surviving corporation and the merging corporation are owned by the same shareholder. Accordingly, (i) the outstanding shares of the merging corporation will be cancelled, and no shares of the surviving corporation or other property, rights or other consideration will be issued in exchange therefore, and (ii) the outstanding shares of the surviving corporation shall remain outstanding.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

[illegible]

1 LOGS - 1 System Online

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

N/A

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is made as of December 14, 1999, by and among FLEET PRODUCTS, INC., a Florida corporation, and GEAR AND WHEEL, INC., a Florida corporation (Fleet Products, Inc. and Gear and Wheel, Inc. are referred to jointly herein as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each Constituent Corporation that Fleet Products, Inc. will be merged with and into Gear and Wheel, Inc. (the "Merger"), with Gear and Wheel, Inc. being the surviving corporation, upon the terms and conditions provided herein;

NOW, THEREFORE, the Constituent Corporations hereby adopt the plan of merger encompassed by this Merger Agreement and agree that Fleet Products, Inc. shall be merged with and into Gear and Wheel, Inc. on the following terms and conditions:

TERMS AND CONDITIONS

1.1 **Merger.** At the Effective Time of the Merger (as hereinafter defined), Fleet Products, Inc. shall be merged with and into Gear and Wheel, Inc., with Gear and Wheel, Inc. to be the surviving corporation (the "Surviving Corporation") which shall continue its corporate existence under the name "Gear and Wheel, Inc." The separate existence of Fleet Products, Inc. shall thereupon cease. This Merger shall be effective (the "Effective Time of the Merger") when an executed Articles of Merger has been filed with and accepted for filing by the Secretary of State of Florida; provided, however, that if this filing has been accomplished prior to December 31, 1999, the Effective Time of the Merger shall be 11:59 p.m. on December 31, 1999 for accounting and all other purposes.

1.2 **Succession.** At the Effective Time of the Merger, Gear and Wheel, Inc. shall succeed to all of the rights, privileges, powers, real estate and property of Fleet Products, Inc. and shall succeed to all of the liabilities, responsibilities and obligations of Fleet Products, Inc. all in the manner of and in accordance with the laws of the State of Florida.

1.3 **Capital Stock of Fleet Products, Inc.** All outstanding shares of capital stock of each of the Constituent Corporations are owned by the same stockholder. At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their stockholders, each share of capital stock of Fleet Products, Inc. issued and outstanding immediately prior to the Effective Time of Merger shall be cancelled. No consideration shall be given to the shareholders of Fleet Products, Inc. with respect to such cancelled shares.

1.4 **Stock Certificates of Fleet Products, Inc.** At the Effective Time of the Merger, all of the outstanding certificates that prior to that time represented shares of capital stock of Fleet Products, Inc. shall be cancelled.

1.5 **Common Stock of Gear and Wheel, Inc.** All Common Stock of Gear and Wheel, Inc. issued and outstanding at the Effective Time of the Merger shall remain issued and outstanding.

1.6 **Acts, Plans, Policies, Agreements, Etc.** All corporate acts, plans, policies, agreements, approvals and authorizations of Fleet Products, Inc., its stockholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Fleet Products, Inc.

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of Gear and Wheel, Inc. as in effect immediately prior to the Effective Time of the Merger shall remain the Articles of Incorporation and Bylaws of Gear and Wheel, Inc. after the Effective Time of the Merger.

2.2 **Directors and Officers.** At the Effective Time of the Merger, the Board of Directors of Gear and Wheel, Inc. will consist of those persons serving as Directors of Gear and Wheel, Inc. immediately prior to the Merger and will continue to hold office as directors of Gear and Wheel, Inc. for the same term for which they would otherwise serve as directors of Gear and Wheel, Inc. At the Effective Time of the Merger, the individuals serving as officers of Gear and Wheel, Inc. immediately prior to the Merger will continue to serve as officers of Gear and Wheel, Inc. for the same term for which they would otherwise serve as officers of Gear and Wheel, Inc.

MISCELLANEOUS

3.1 **Further Assurances.** From time to time, and when required by Gear and Wheel, Inc. or by its successors and assigns, there shall be executed and delivered on behalf of Fleet Products, Inc. such deeds and other instruments, and there shall be taken or caused to be taken by them such further and other action, as shall be appropriate and necessary in order to vest or perfect, or to conform of record or otherwise in Gear and Wheel, Inc. the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchise and authority of Fleet Products, Inc. and otherwise to carry out the purposes of this Merger Agreement, and the directors and officers of Fleet Products, Inc. are fully authorized in the name and on behalf of Fleet Products, Inc. to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 **Amendment.** At any time before the Effective Time of the Merger, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of the Constituent Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 **Abandonment.** At any time before the Effective Time of the Merger, this Merger Agreement may be terminated and the Merger may be abandoned by the respective Boards of Directors of the Constituent Corporations, or the consummation of the Merger may be deferred for a reasonable period if, in the opinion of the Boards of Directors of the Constituent Corporations, such action would be in the best interests of the Constituent Corporations.

3.4 **Governing Law.** This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FLEET PRODUCTS, INC.

By: Mac McConnell
Mac McConnell, Vice President

GEAR AND WHEEL, INC.

By: Mac McConnell
Mac McConnell, Vice President