

Elaine Mashevich
HOLLAND KNIGHT

G51033

Requestor's Name

315 SOUTH CALHOUN STREET

Address

Tallahassee, Florida 32301

City/State/Zip

Phone #

224-7000

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Champion Rentals, Inc
(Corporation Name) (Document #)

2. Merger
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☐ Walk in

☒ Pick up time

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

Profit

NonProfit

Limited Liability

Domestication

Other

AMENDMENTS

Amendment

Resignation of R.A., Officer/ Director

Change of Registered Agent

Dissolution/Withdrawal

☒ Merger

OTHER FILINGS

Annual Report

Fictitious Name

Name Reservation

REGISTRATION/
QUALIFICATION

Foreign

Limited Partnership

Reinstatement

Trademark

Other

Examiner's Initials

G51033

ARTICLES OF MERGER
Merger Sheet

MERGING:

CHAMPION CONCEPTS, INC., a Virginia corporation not authorized to transact business in Florida.

B & G CONCEPTS, INC., a North Carolina corporation not authorized to transact business in Florida

B & G COLUMBIA, INC., a South Carolina corporation not authorized to transact business in Florida

WESTGATE TV OF TENN., INC. a Tennessee corporation not authorized to transact business in Florida.

INTO

CHAMPION RENTALS, INC., a Florida corporation, G51033

File date: April 24, 1997

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER AMONG
CHAMPION CONCEPTS, INC.,
B & G CONCEPTS, INC.,
B & G COLUMBIA, INC.,
WESTGATE TV OF TENN., INC.
AND
CHAMPION RENTALS, INC.**

97 APR 24 PM 2:30
FILED
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Champion Concepts, Inc., a Virginia corporation ("CCI"), B & G Concepts, Inc., a North Carolina corporation ("B&G Concepts"), B & G Columbia, Inc., a South Carolina corporation ("B&G Columbia"), Westgate TV of Tenn., Inc., a Tennessee corporation ("Westgate") (CCI, B&G Concepts, B&G Columbia and Westgate are sometimes hereinafter collectively referred to as the "Merging Corporations"), and Champion Rentals, Inc., a Florida corporation (the "Surviving Corporation") hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporations with and into the Surviving Corporation (the "Merger"), in accordance with an Agreement and Plan of Merger.

ARTICLE I

The Agreement and Plan of Merger (the "Plan") effecting the Merger of the Merging Corporations with and into the Surviving Corporation is attached hereto as Exhibit "A" and is hereby made a part of these Articles of Merger.

ARTICLE II

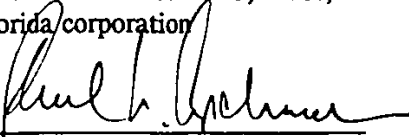
The Merger shall be effective upon the later of the filing of these Articles of Merger with the Department of State of the State of Florida or April 26, 1997.

ARTICLE III

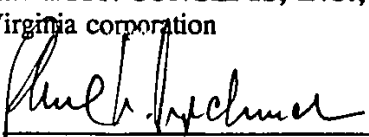
The Agreement and Plan of Merger was adopted by the Board of Directors of CCI on April 24, 1997 and by the shareholders of CCI on April 24, 1997. The Agreement and Plan of Merger was adopted by the Board of Directors of B&G Concepts on April 24, 1997 and by the shareholders of B&G Concepts on April 24, 1997. The Agreement and Plan of Merger was adopted by the Board of Directors of B&G Columbia on April 24, 1997 and by the shareholders of B&G Columbia on April 24, 1997. The Agreement and Plan of Merger was adopted by the Board of Directors of Westgate on April 24, 1997 and by the shareholders of Westgate on April 24, 1997. The Agreement and Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on April 24, 1997 and by the shareholders of the Surviving Corporation on April 24, 1997.

IN WITNESS WHEREOF, the undersigned have executed this document as of the 24th day of April, 1997.

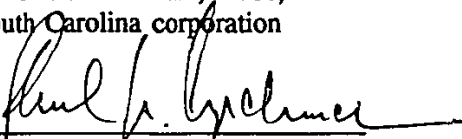
CHAMPION RENTALS, INC.,
a Florida corporation

By: 
Paul N. Upchurch, President

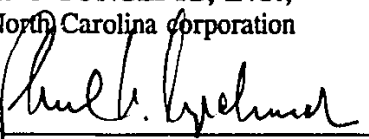
CHAMPION CONCEPTS, INC.,
a Virginia corporation

By: 
Paul N. Upchurch, Vice President

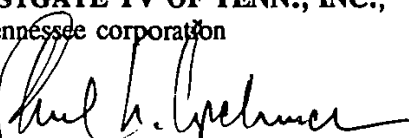
B & G COLUMBIA, INC.,
a South Carolina corporation

By: 
Paul N. Upchurch, Vice President

B & G CONCEPTS, INC.,
a North Carolina corporation

By: 
Paul N. Upchurch, Vice President

WESTGATE TV OF TENN., INC.,
a Tennessee corporation

By: 
Paul N. Upchurch, Vice President

ORL-177693.1/949

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of April 24, 1997, by and among Champion Concepts, Inc., a Virginia corporation ("CCI"), B & G Concepts, Inc., a North Carolina corporation ("B&G Concepts"), B & G Columbia, Inc., a South Carolina corporation ("B&G Columbia"), Westgate TV of Tenn., Inc., a Tennessee corporation ("Westgate"), and Champion Rentals, Inc., a Florida corporation (the "Surviving Corporation"). CCI, B&G Concepts, B&G Columbia, Westgate and the Surviving Corporation are sometimes hereinafter referred to collectively as the "Constituent Corporations."

RECITALS

WHEREAS, the Boards of Directors and the stockholders of the Constituent Corporations have each approved the merger of CCI, B&G Concepts, B&G Columbia and Westgate with and into the Surviving Corporation upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time (as such term is defined in Section 1.1(b) hereof), CCI, B&G Concepts, B&G Columbia and Westgate shall be merged with and into the Surviving Corporation (the "Merger") in accordance with the Virginia Stock Corporation Act ("Virginia Act"), the North Carolina Business Corporation Act ("North Carolina Act"), the South Carolina Business Corporation Act of 1988 ("South Carolina Act"), the Tennessee Business Corporation Act ("Tennessee Act") and the Florida Business Corporation Act ("Florida Act"). The separate corporate existence of each of CCI, B&G Concepts, B&G Columbia and Westgate shall cease and the Surviving Corporation shall continue as the surviving corporation under the laws of the State of Florida under the name "Champion Rentals, Inc."

(b) The Merger shall be effected by the filing of a duly executed Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia, a duly executed Articles of Merger with the Secretary of State of the State of North Carolina, a duly executed Articles of Merger with the Secretary of State of the State of South Carolina, a duly executed Articles of Merger with the Secretary of State of the State of Tennessee and a duly executed Articles of Merger with the Department of State of the State of Florida. The "Effective Time" shall be April 26, 1997.

(c) At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises, both of a public and private nature, of each of the Constituent Corporations, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; provided, however, that all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.2 Conversion of Stock.

(a) At the Effective Time, each of the issued and outstanding shares of Common Stock of CCI, \$1.00 par value per share, shall be exchanged for 0.47657 shares of Common Stock of the Surviving Corporation, \$1.00 par value per share.

(b) At the Effective Time, each of the issued and outstanding shares of Common Stock of B&G Concepts, \$1.00 par value per share, shall be exchanged for 1.7067 shares of Common Stock of the Surviving Corporation, \$1.00 par value per share.

(c) At the Effective Time, each of the issued and outstanding shares of Common Stock of B&G Columbia, \$1.00 par value per share, shall be exchanged for 0.4092 shares of Common Stock of the Surviving Corporation, \$1.00 par value per share.

(d) At the Effective Time, each of the issued and outstanding shares of Common Stock of Westgate, \$1.00 par value per share, shall be exchanged for 0.04042 shares of Common Stock of the Surviving Corporation, \$1.00 par value per share.

(e) At the Effective Time, each of the issued and outstanding shares of Common Stock of the Surviving Corporation, \$1.00 par value per share, shall be exchanged for 3.87825 shares of Common Stock of the Surviving Corporation, \$1.00 par value per share.

By virtue of the Merger, all shares of Common Stock of the Surviving Corporation issued by virtue of the conversion as set forth in this Section 1.2 shall be fully paid and non-assessable shares of the Common Stock of the Surviving Corporation.

1.3 Articles of Incorporation of the Surviving Corporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of the Surviving Corporation

1.4 Bylaws of the Surviving Corporation. At the Effective Time, the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be and continue to be the Bylaws of the Surviving Corporation, until thereafter amended in accordance with their terms or applicable law.

1.5 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall (unless the parties hereto otherwise agree) take place at the offices of the Surviving Corporation, 661 Beville Road, South Daytona, Florida 32119-1952 on the later of (i) the day on which the last of the conditions set forth in Article IV hereof is fulfilled or waived (subject to applicable law) or (ii) at such other time and place and on such other date as the Constituent Corporations shall agree (the "Closing Date"). The Constituent Corporations agree to use reasonable efforts to cause the Closing to occur on or before April 26, 1997.

ARTICLE II

EXCHANGE OF STOCK CERTIFICATES

2.1 Exchange. Following the Effective Time of the Merger, it will be necessary for the holders of Common Stock of the Surviving Corporation, CCI, B&G Concepts, B&G Columbia and Westgate to exchange their existing stock certificates for stock certificates of the Surviving Corporation as provided in Section 1.2 hereof.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of CCI. CCI hereby represents and warrants as follows:

(a) Due Organization, Good Standing and Power. CCI is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has all requisite power and authority to own, lease and operate its properties and to conduct its business as now being conducted.

(b) Authorization. CCI has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by CCI of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by its Board of Directors and stockholders and

no other corporate action on the part of CCI is necessary to authorize the execution and delivery by CCI of this Agreement and the consummation by CCI of the transactions contemplated hereby.

3.2 Representations and Warranties of B&G Concepts. B&G Concepts hereby represents and warrants as follows:

(a) Due Organization, Good Standing and Power. B&G Concepts is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and has all requisite power and authority to own, lease and operate its properties and to conduct its business as now being conducted.

(b) Authorization. B&G Concepts has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by B&G Concepts of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by its Board of Directors and stockholders and no other corporate action on the part of B&G Concepts is necessary to authorize the execution and delivery by B&G Concepts of this Agreement and the consummation by B&G Concepts of the transactions contemplated hereby.

3.3 Representations and Warranties of B&G Columbia. B&G Columbia hereby represents and warrants as follows:

(a) Due Organization, Good Standing and Power. B&G Columbia is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and has all requisite power and authority to own, lease and operate its properties and to conduct its business as now being conducted.

(b) Authorization. B&G Columbia has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by B&G Columbia of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by its Board of Directors and stockholders and no other corporate action on the part of B&G Columbia is necessary to authorize the execution and delivery by B&G Columbia of this Agreement and the consummation by B&G Columbia of the transactions contemplated hereby.

3.4 Representations and Warranties of Westgate. Westgate hereby represents and warrants as follows:

(a) Due Organization, Good Standing and Power. Westgate is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has all requisite power and authority to own, lease and operate its properties and to conduct its business as now being conducted.

(b) Authorization. Westgate has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Westgate of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by its Board of Directors and stockholders and no other corporate action on the part of Westgate is necessary to authorize the execution and delivery by Westgate of this Agreement and the consummation by Westgate of the transactions contemplated hereby.

3.5 Representations and Warranties of the Surviving Corporation. The Surviving Corporation represents and warrants as follows:

(a) Due Organization, Good Standing and Power. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease and operate its properties and to conduct its business as now being conducted.

(b) Authorization. The Surviving Corporation has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by the Surviving Corporation of this Agreement, and the consummation by it of the transactions contemplated hereby, have been duly authorized by the Board of Directors and stockholders of the Surviving Corporation. No other corporate action on the part of the Surviving Corporation is necessary to authorize the execution, delivery and performance by the Surviving Corporation of this Agreement and the consummation by the Surviving Corporation of the transactions contemplated hereby.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 Conditions Precedent to Obligation of CCI. The obligation of CCI to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions, any or all of which may be waived in whole or in part by CCI to the extent permitted by applicable law:

(a) Accuracy of Representations and Warranties. All representations and warranties of B&G Concepts, B&G Columbia, Westgate and the Surviving Corporation contained hereby shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreements. B&G Concepts, B&G Columbia, Westgate and the Surviving Corporation shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by them prior to or at the Closing Date.

4.2 Conditions Precedent to Obligation of B&G Concepts. The obligation of B&G Concepts to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions, any or all of which may be waived in whole or in part by B&G Concepts to the extent permitted by applicable law:

(a) Accuracy of Representations and Warranties. All representations and warranties of CCI, B&G Columbia, Westgate and the Surviving Corporation contained hereby shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreements. CCI, B&G Columbia, Westgate and the Surviving Corporation shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by them prior to or at the Closing Date.

4.3 Conditions Precedent to Obligation of B&G Columbia. The obligation of B&G Columbia to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions, any or all of which may be waived in whole or in part by B&G Columbia to the extent permitted by applicable law:

(a) Accuracy of Representations and Warranties. All representations and warranties of CCI, B&G Concepts, Westgate and the Surviving Corporation contained hereby shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreements. CCI, B&G Concepts, Westgate and the Surviving Corporation shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by them prior to or at the Closing Date.

4.4 Conditions Precedent to Obligation of Westgate. The obligation of Westgate to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions, any or all of which may be waived in whole or in part by Westgate to the extent permitted by applicable law:

(a) Accuracy of Representations and Warranties. All representations and warranties of CCI, B&G Concepts, B&G Columbia and the Surviving Corporation contained hereby shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreements. CCI, B&G Concepts, B&G Columbia and the Surviving Corporation shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by them prior to or at the Closing Date.

4.5 Conditions Precedent to Obligation of the Surviving Corporation. The obligation of the Surviving Corporation to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions, any or all of which may be waived in whole or in part by the Surviving Corporation to the extent permitted by applicable law:

(a) Accuracy of Representations and Warranties. All representations and warranties of CCI, B&G Concepts, B&G Columbia and Westgate contained hereby shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreements. CCI, B&G Concepts, B&G Columbia and Westgate shall have performed in all material respects all obligations and agreements, and complied in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by them prior to or at the Closing Date.

ARTICLE V

MISCELLANEOUS

5.1 Termination or Abandonment. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time, but not later than the Closing Date, by written agreement of the respective Boards of Directors of the Constituent Corporations.

5.2 Fees and Expenses. Whether or not this Merger is consummated, each party hereto shall pay its own respective costs and expenses incident to the negotiation and preparation of this Agreement and to the performance of and compliance with all agreements and conditions contained herein.

5.3 Notices. All notices, requests, demands, waivers, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight delivery service or by certified or registered mail with postage prepaid (return receipt requested), or sent by facsimile, to the parties at 661 Beville Road, South Daytona, Florida 32119-1952 (or at such other addresses for a party as shall be specified by like notice).

5.4 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of each other party. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.5 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement of the respective Boards of Directors of the Constituent Corporations (or by their respective officers authorized by such Boards of Directors) at any time prior to the Closing Date with respect to any of the terms contained herein.

5.6 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use reasonable commercial efforts to fulfill all conditions precedent specified herein, to the extent that such conditions are within its control, and to do all things reasonably necessary to consummate the transactions contemplated hereby. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of the Constituent Corporations shall take such action.

5.7 Section Headings. The Section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.


5.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

5.9 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws or rules thereof.

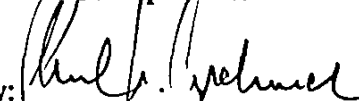
5.10 Integration. This Agreement sets forth and is intended to be an integration of all of the promises, agreements, conditions, understandings, covenants, warranties and representations among the parties with respect to the Merger and there are no promises, agreements, conditions, understandings, covenants, warranties or representations, oral or written, express or implied, among the parties with respect to the transactions contemplated other than as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first above written.

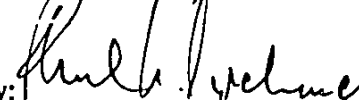
Champion Concepts, Inc.

By: 
Paul N. Upchurch, Vice President

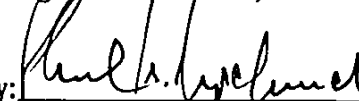
B & G Concepts, Inc.

By: 
Paul N. Upchurch, Vice President


B & G Columbia, Inc.

By: 
Paul N. Upchurch, Vice President

Westgate TV of Tenn., Inc.

By: 
Paul N. Upchurch, Vice President

Champion Rentals, Inc.

By: 
Paul N. Upchurch, President