

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

**G63741**

First Florida Financial  
Group  
Inc

300003311033--6

-07/03/00--01027--025

\*\*\*157.50 \*\*\*\*\*78.75

File first

*[Handwritten signature]*

Merger + N.C.

7-5-00  
cc

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

☒ Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

☒ Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

RECEIVED

00 JUL -3 AM 10:49

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

AMERICAN KITCHEN & BATH CABINETS, INC., a Florida corporation,  
P99000031274

INTO

FIRST FLORIDA FINANCIAL GROUP, INCORPORATED which changed its  
name to

**AMERICAN KITCHEN & BATH CABINETS, INC.,** a Florida entity, G63741

File date: July 5, 2000

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 3, 2000

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: FIRST FLORIDA FINANCIAL GROUP, INCORPORATED  
Ref. Number: G63741

We have received your document for FIRST FLORIDA FINANCIAL GROUP, INCORPORATED and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Where is your "Exhibit A" as mentioned in Article I of the Articles of Merger?

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette  
Document Specialist

Letter Number: 900A00037195

*Corrected*

RECEIVED  
00 JUL -5 AM 11:27  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

FIRST FLORIDA FINANCIAL GROUP, INCORPORATED, a Florida corporation, the corporation surviving the merger, and which, pursuant to the Agreement and Plan of Merger, is changing its name to AMERICAN KITCHEN & BATH CABINETS, INC., files these Articles of Merger pursuant to Section 607.1105 of the Florida Statutes:

### ARTICLE I.

The Agreement and Plan of Merger is attached and marked as Exhibit A.

### ARTICLE II.

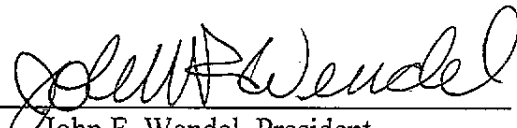
The effective date of the merger is July 1, 2000.

### ARTICLE III.

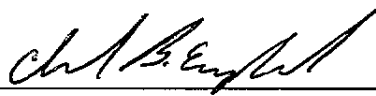
The Agreement and Plan of Merger was adopted by the shareholders of AMERICAN KITCHEN & BATH CABINETS, INC., on June 29, 2000. The Agreement and Plan of Merger was adopted by the shareholders of FIRST FLORIDA FINANCIAL GROUP, INCORPORATED, on June 29, 2000.

IN TESTIMONY WHEREOF these Articles of Merger are executed by each corporation which is a party to the merger, this 29<sup>th</sup> day of June, A.D. 2000.

FIRST FLORIDA FINANCIAL GROUP,  
INCORPORATED  
A Florida corporation

by:   
John F. Wendel, President

AMERICAN KITCHEN & BATH  
CABINETS, INC.  
A Florida Corporation

by:   
Chad B. Englund, President

## **AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER dated this 29<sup>th</sup> day of June, A.D. 2000, by and between AMERICAN KITCHEN & BATH CABINETS, INC., a Florida corporation ("AKBC") and FIRST FLORIDA FINANCIAL GROUP, INCORPORATED, a Florida corporation ("F3G"), said corporations herein sometimes referred to as the "Constituent Corporations."

AKBC is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated thereunder April 1, 1999. F3G is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated thereunder October 4, 1983. The Constituent Corporations were both organized under their present names, and such names have never been changed.

The authorized capitalization of AKBC consists of One Thousand (1,000) shares of common stock, par value \$0.01 per share, of which One Thousand (1,000) shares are issued and outstanding as of the date hereof.

The authorized capitalization of F3G consists of One Million Twelve Thousand Five Hundred (1,012,300) shares of common stock, par value \$0.01 per share, of which One Million Twelve Thousand Five Hundred (1,012,500) shares are issued and outstanding as of the date hereof.

The principal office of AKBC is located at 5300 South Florida Avenue, Lakeland, Florida 33813. The principal office of F3G is located at 5300 South Florida Avenue, Lakeland, Florida 33813.

The Board of Directors of AKBC and the Board of Directors of F3G deem it to the benefit and advantage of each said corporations and their respective shareholders that said corporations merge under and pursuant to the provisions of Sections 607.1101 *et seq.* of the Florida Statutes, and the Board of Directors of each of the Constituent Corporations, by resolution duly adopted, has approved this Agreement and Plan of Merger (sometimes herein called the "Agreement") and a majority of the directors of each has duly authorized the execution of the same, and each of said Boards of Directors has directed that the agreement be submitted to a vote of the respective shareholders of AKBC and F3G entitled to vote thereon at shareholder meetings called separately for the purpose, among others, of considering approval of the Agreement, except to the extent that any such vote of shareholders of F3G shall be excused pursuant to Section 607.1103(7) of the Florida Statutes.

In consideration of the foregoing and mutual agreements herein set forth, the parties hereto agree that in accordance with the provisions of Sections 607.1101 *et seq.* of the Florida Statutes, AKBC shall be merged with and into F3G and that the terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

## **SECTION I**

Except as herein specifically set forth, the corporate existence of F3G, and all its purposes, powers, and objects, shall continue in effect unimpaired by the merger, and the corporate identity and existence, and all the purposes, powers, and objects of AKBC shall be merged into F3G and F3G, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of AKBC shall cease as soon as the merger shall become effective as herein provided, and thereupon AKBC and F3G shall be a single corporation, to wit: F3G (the "Surviving Corporation"). This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the shareholders of the Constituent Corporations as provided in Article XI hereof. Upon such adoption, that fact shall be certified upon the Agreement by the Secretary or Assistant Secretary of each of the Constituent Corporations, under the seals thereof. Thereupon, in accordance with Section 607.1105 of the Florida Statutes, Articles of Merger shall be filed in the Office of the Secretary of State of the State of Florida.

The merger shall become effective July 1, 2000. The date when the merger becomes effective is sometimes herein referred to as the "effective date of the merger."

## **SECTION II**

Upon the effective date of the merger, the Articles of Incorporation of F3G, as hereinafter amended and restated, shall be the Articles of Incorporation of the Surviving Corporation. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full.

## **SECTION III**

Upon the effective date of the merger, the Bylaws of F3G shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed in accordance with law, the Articles of Incorporation, and said Bylaws.

## **SECTION IV**

Upon the effective date of the merger, every other corporation party to the merger merges into the Surviving Corporation, and the separate existence of every corporation other than the Surviving Corporation ceases. The title to all real estate and other property, or any interest therein, owned by each corporation party to the merger is vested in the Surviving Corporation without reversion or impairment. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each corporation party to the merger. Any claim existing, or action or proceeding pending, by or against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for

the corporation which ceased existence. Neither the rights of creditors nor any liens upon the property of any corporation party to the merger shall be impaired by the merger. The articles of incorporation of the Surviving Corporation are amended and restated to the extent set forth in this Agreement. The shares (and the rights to acquire shares, obligations, or other securities) of each corporation party to the merger that are to be converted into shares, rights, obligations, or other securities of the Surviving Corporation or any other corporation or into cash or other property are converted, and the former holders of the shares are entitled only to the rights provided in the articles of merger or to their rights under Section 607.1302 of the Florida Statutes.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances, or assurances in law are necessary or desirable to vest, perfect, or confirm of record in the Surviving Corporation the title to any property or rights of the Constituent Corporations, or otherwise to carry out the provisions hereof, the proper officers and directors of the Constituent Corporations, as of the effective date of the merger, shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights of the Surviving Corporation, and otherwise to carry out the provisions hereof.

## **SECTION V**

The number of shares which the Surviving Corporation shall have the authority to issue shall be One Million Thirteen Thousand Five Hundred (1,013,500) shares of common stock, par value \$0.01 per share.

## **SECTION VI**

Upon the effective date of the merger, each issued and outstanding share of Common Stock of AKBC, par value \$0.01 per share, shall be and become converted into one (1) fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation. Outstanding certificates representing shares of common stock of AKBC shall thenceforth represent the number of shares of common stock of the Surviving Corporation into which such shares of common stock shall be and become converted into pursuant to this Agreement and Plan of Merger, and the holder thereof shall be entitled to precisely the same rights he or she would enjoy if he or she held certificates issued by the Surviving Corporation for the number of shares of common stock of the Surviving Corporation to which he or she is entitled pursuant to this Agreement and Plan of Merger. Upon the surrender of any such certificate to the Surviving Corporation at its principal office, the transferee or other holder of the certificates surrendered shall receive in exchange therefor a certificate or certificates of the Surviving Corporation in accordance with his or her interest. Upon the effective date of the merger, each outstanding option or right to purchase or otherwise acquire shares of common stock of AKBC shall be converted, upon the merger becoming effective, into and become an option or right to purchase or otherwise acquire the number of shares of common stock

of the Surviving Corporation into which such shares of common stock of AKBC shall be and become converted into pursuant to this Agreement and Plan of Merger on the same terms and conditions, and, in connection therewith, a sufficient number of shares of common stock of the Surviving Corporation shall be reserved for issuance by the Surviving Corporation in order to give full effect to such option or right.

## **SECTION VII**

In order to perfect the merger, the Articles of Incorporation of F3G are hereby amended and restated as follows:

### **ARTICLE I**

The name of the corporation shall be AMERICAN KITCHEN & BATH CABINETS, INC.,

### **ARTICLE II**

The street address of the principal office of the corporation is 5300 South Florida Avenue, Lakeland, Florida 33813, and the mailing address of the corporation is c/o Wendel, Chritton, Parks & DeBari, Chartered, Post Office Box 5378, Lakeland, Florida 33807.

### **ARTICLE III**

The number of shares which the corporation is authorized to issue is One Million Thirteen Thousand Five Hundred (1,013,500) shares having a par value of \$0.01 each.

### **ARTICLE IV**

The street address of the corporation's registered office is, c/o Wendel, Chritton, Parks & DeBari, Chartered, 5300 South Florida Avenue, Lakeland, Florida 33813, and the name of its registered agent at that address is JOHN F. WENDEL.

### **ARTICLE V**

All shareholders are entitled to cumulate their votes for directors.



## ARTICLE VI

The corporation elects to have preemptive rights.

## SECTION VIII

Upon the effective date of the merger, each share of the common stock of F3G, par value \$0.01 per share, outstanding immediately prior to the merger becoming effective shall remain outstanding immediately after the merger as an identical share of the Surviving Corporation. Each shareholder of the Surviving Corporation whose shares were outstanding immediately prior to the effective date of the merger shall hold the same number of shares, with identical designations, preferences, limitations, and relative rights, immediately after the merger. Outstanding certificates representing shares of common stock of F3G shall thenceforth represent the same number of shares of common stock of the Surviving Corporation, and the holder thereof shall be entitled to enjoy precisely the same rights he or she would enjoy if he or she held certificates issued by the Surviving Corporation. Upon surrender of any such certificate to the Surviving Corporation at its principal office, the transferee or other holder of the certificates surrendered shall receive in exchange therefor a certificate or certificates of the Surviving Corporation. Upon the effective date of the merger, each outstanding option or right to purchase or otherwise acquire shares of common stock of F3G shall remain, upon the merger becoming effective, an option or right to purchase or otherwise acquire the same number of shares of common stock of the Surviving Corporation on the same terms and conditions, and, in connection therewith, the same number of shares of common stock of the Surviving Corporation shall be reserved for issuance by the Surviving Corporation as were reserved by F3G immediately prior to the merger.

## SECTION IX

The officers and directors of F3G at the effective date of the merger shall serve as the officers and directors of the Surviving Corporation, until their respective successors shall have been elected and shall qualify or as otherwise provided in the Bylaws of the Surviving Corporation.

If, on or after the effective date of the merger, a vacancy shall exist on the Board of Directors of the Surviving Corporation, or in any of the offices specified above, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

## SECTION X

All corporate acts, plans, policies, approvals, and authorizations of AKBC, its shareholders, Board of Directors, committees, elected or appointed by the Board of Directors, officers, and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving

Corporation and shall be effective and binding thereon as they were on AKBC. Without limiting the generality of the foregoing, any and all stock options, pensions, and profit-sharing plans of AKBC, all as amended and in effect immediately prior to the merger becoming effective, and any and all options and rights thereunder, shall be continued by the Surviving Corporation, which shall be substituted for AKBC. Such merger shall not, in itself, effect any other change in such plans, options, or rights. The employees of AKBC shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of AKBC immediately prior to the merger. It is intended that the transaction described herein qualifies as a reorganization within the definition of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

#### **SECTION XI**

This Agreement and Plan of Merger shall be submitted to the shareholders of each of the Constituent Corporations as provided by Section 607.1103 of the Florida Statutes. There shall be required for the adoption of this Agreement by each of the Constituent Corporations the affirmative vote of the holders of at least a majority of the capital stock outstanding, except that if the conditions set forth in Section 607.1103(7) of the Florida Statutes are met, no vote of the shareholders of F3G shall be required for the adoption of this Agreement. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the respective Boards of Directors of the Constituent Corporations to be necessary to effect such merger.

#### **SECTION XII**

This Agreement and the merger may be terminated and abandoned by resolutions of the Boards of Directors of AKBC and F3G prior to the merger becoming effective. In the event of the termination and the abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article XII, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or its shareholders or the directors or officers in respect thereof.

#### **SECTION XIII**

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

IN WITNESS WHEREOF, each party to this Agreement and Plan of Merger, pursuant to authority duly given by its respective Board of Directors, has caused these presents to be executed on its behalf by its President, and its corporate seal to be hereunto affixed and attested to by its Secretary as of the day and year first above written.

AMERICAN KITCHEN & BATH CABINETS, INC.  
A Florida corporation

(CORPORATE SEAL)

by:



CHAD B. ENGLUND, President

ATTEST:

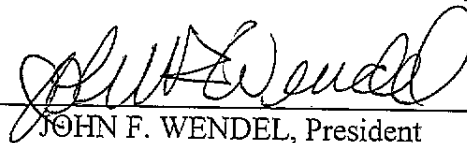


JOHN F. WENDEL, Secretary

FIRST FLORIDA FINANCIAL GROUP,  
INCORPORATED, A Florida corporation

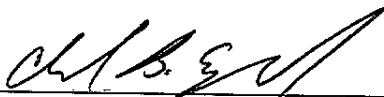
(CORPORATE SEAL)

by:



JOHN F. WENDEL, President

ATTEST:



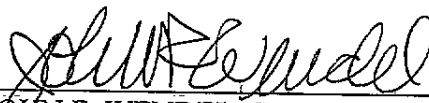
CHAD B. ENGLUND, Secretary

**CERTIFICATE OF ADOPTION**

I, JOHN F. WENDEL, the duly elected and qualified secretary of AMERICAN KITCHEN & BATH CABINETS, INC., a Florida corporation, do hereby certify that the foregoing Agreement and Plan of Merger was adopted by the shareholders of AMERICAN KITCHEN & BATH CABINETS, INC., a Florida corporation, on June 29, 2000.

WITNESS my hand and the seal of the corporation this 29<sup>th</sup> day of June, A.D. 2000.

(CORPORATE SEAL)



JOHN F. WENDEL, Secretary

AMERICAN KITCHEN & BATH CABINETS, INC.

**CERTIFICATE OF ADOPTION**

I, CHAD B. ENGLUND, the duly elected and qualified Secretary of FIRST FLORIDA FINANCIAL GROUP, INCORPORATED, a Florida corporation, do hereby certify that the foregoing Agreement and Plan of Merger was adopted by the shareholders of FIRST FLORIDA FINANCIAL GROUP, INCORPORATED, a Florida corporation, on June 29, 2000.

WITNESS my hand and the seal of the corporation this 29<sup>th</sup> day of June, A.D. 2000.

(CORPORATE SEAL)

A handwritten signature in dark ink, appearing to read "Chad B. Englund", is written over a horizontal line.

CHAD B. ENGLUND, Secretary  
FIRST FLORIDA FINANCIAL GROUP,  
INCORPORATED

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

I, JOHN F. WENDEL, having been named to serve as Registered Agent for AMERICAN KITCHEN & BATH CABINETS, INC., do hereby accept such office and agree to conduct myself therein according to law. I am familiar with, and accept the obligations of such office.

DATED this 29<sup>th</sup> day of June, 2000.

A handwritten signature in cursive script, appearing to read "John F. Wendel", written over a horizontal line.

JOHN F. WENDEL