

H80122

ARTICLES OF MERGER
Merger Sheet

MERGING:

KAUFFS, INC., a Florida corporation, document number H80122

INTO

TURNPIKE ACQUISITION CORP., a Delaware corporation not qualified in
Florida.

File date: March 3, 1997

Corporate Specialist: Karen Gibson

Account number: 072100000032

Account charged: 70.00



H 80122

ACCOUNT NO. : 072100000032

REFERENCE : 276179 4320229

AUTHORIZATION : Patricia Pijoto

COST LIMIT : \$ 70.00

ORDER DATE : February 27, 1997 FILE 1ST

ORDER TIME : 11:22 AM

ORDER NO. : 276179-005

600002102706--9

CUSTOMER NO: 4320229

CUSTOMER: Ms. Tracey Fraser
Kilpatrick Stockton, Llp
Suite 2800
1100 Peachtree Street
Atlanta, GA 30309

ARTICLES OF MERGER

KAUFFS, INC.

INTO

TURNPIKE ACQUISITION CORP.

FILED
97 MAR -3 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XXX _____ PLAIN STAMPED COPY

CONTACT PERSON: Michael E. Klunk
EXAMINER'S INITIALS: _____

Mergers
OKC6
3-11

ARTICLES OF MERGER
OF
KAUFFS, INC.
AND
TURNPIKE ACQUISITION CORP.

FILED
97 MAR -3 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Kauffs, Inc. ("Kauffs") with and into Turnpike Acquisition Corp. ("Turnpike").
2. The shareholders of Kauffs entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by unanimous written consent given by them on Feb 4, 1997 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of Kauffs with and into Turnpike is permitted by the laws of the jurisdiction of organization of Turnpike and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the sole shareholder of Turnpike was February 4, 1997.

Executed on February 21, 1997.

KAUFFS, INC.

By: W. Howard Kauff

W. Howard Kauff, President

TURNPIKE ACQUISITION CORP.

By: Frank Madonia

Frank Madonia, Vice President

AGREEMENT AND PLAN OF MERGER

OF

KAUFFS, INC.

WITH AND INTO

TURNPIKE ACQUISITION CORP.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 4th day of February, 1997, by and among **MILLER INDUSTRIES, INC.**, a Tennessee corporation ("Parent"), **TURNPIKE ACQUISITION CORP.**, a Delaware corporation ("Merger Sub"), and **KAUFF'S, INC.** a Florida corporation (the "Company"), and the Company's shareholders (collectively, the "Shareholders" and individually a "Shareholder").

WITNESSETH:

WHEREAS, Parent and its subsidiaries are engaged in, among other things, the manufacture, sale and distribution of towing and recovery equipment and related services; and the Company is engaged in the provision of towing and recovery and related services (collectively, the "Company's Services"); and

WHEREAS, the Shareholders own all of the issued and outstanding Shares; and

WHEREAS, Parent and the Shareholders deem it advisable and in their respective best interests to consummate the transactions described herein; and

WHEREAS, Parent and the Shareholders intend that this Agreement be approved and adopted by all relevant parties as a plan of reorganization within the provisions of Sections 368(a)(1)(A) and 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended (the "Code"); and

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. THE MERGER

1.1. The Merger. At the Effective Time, upon the terms and subject to the conditions set forth herein, and in accordance with the corporate laws of the state of incorporation of Merger Sub and the Company (the "Corporate Laws"), the Company shall be merged with and into Merger Sub, the separate existence of the Company shall cease, and Merger

Sub shall continue as the surviving corporation (the "**Merger**"). Merger Sub after the Merger is sometimes hereafter referred to as the "**Surviving Corporation**."

1.2. **Effect of the Merger.** At the Effective Time, the Surviving Corporation shall continue its corporate existence under the Laws of Delaware and shall succeed to all rights, privileges, immunities, franchises and powers, and be subject to all duties, liabilities, debts and obligations, of the Company in accordance with the provisions of the Corporate Laws.

2. **THE SURVIVING CORPORATION**

2.1. **Certificate.** The certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable Law and such certificate of incorporation, provided that such certificate shall be amended at the Effective Time to change the name of Merger Sub to the corporate name of the Company.

2.2. **Bylaws.** The bylaws of Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with applicable Law, the certificate of incorporation of such Surviving Corporation and such bylaws.

2.3. **Board of Directors.** The directors of Merger Sub immediately prior to the Effective Time shall be the initial board of directors of the Surviving Corporation, each of such persons to serve until his or her successor, if there is to be one, is duly elected and qualified.

2.4. **Officers.** The officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each of such officers to serve until his or her successor, if there is to be one, is duly qualified.

3. **MERGER CONSIDERATION; CONVERSION**

3.1. **Company Shares.** At the Effective Time, by virtue of the Merger, and without any action on the part of the Shareholders, all of the Shares issued and outstanding immediately prior to the Effective Time shall be canceled, retired and converted into and become the right to receive the Merger Consideration described in this Article 3.

3.2. **Merger Consideration.** The "**Merger Consideration**" shall consist of (i) an aggregate of 257,142.86 shares of Parent's Common Stock, \$.01 par value per share, (the "**Parent Stock**"), plus (ii) \$4,500,000 in cash by certified check.

3.3. **Allocation.** The Merger Consideration shall be allocated among the Shareholders of the Company in accordance with the percentages as indicated on **Exhibit 3.3** hereto. If the allocation results in fractional shares, then no fractional shares shall be issued, and in lieu thereof a Shareholder shall be paid an amount in cash equal to such fractional part of a

share multiplied by the closing price of Parent's Common Stock on the New York Stock Exchange on the trading day immediately preceding the Closing.

3.4. Other Shares. Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall remain outstanding and continue to represent one share of common stock of the Surviving Corporation.

3.5. Closing. The consummation of the transactions contemplated in this Agreement (the "Closing") shall take place at the offices of Kilpatrick Stockton LLP, 1100 Peachtree Street, Suite 2800, Atlanta, Georgia, at 10:00 a.m., Atlanta time, on the later of (i) February 28, 1997; or (ii) such other place and time as the parties may mutually agree.

(b) On the date of the Closing, the Company and Merger Sub shall file the documents required by the Corporate Laws to effect the Merger and such documents shall become effective on the date of the Closing (the "Effective Time").

(c) All of the deliveries and other transactions required to take place at the Closing and all documents relating thereto shall be interdependent and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent hereto).

3.6 Post-Closing Transactions. Promptly following the Closing, the Shareholders shall deliver to Parent or its designee any and all certificates representing the Shares, duly endorsed for transfer, and such other documents, instruments and agreements related thereto, as Parent may reasonably request in order to effect the issuance of the Merger Consideration. The Shareholders shall also deliver a certificate satisfactory to Parent that all duties, taxes and other impost payable in respect of the delivery of the Shares have been paid by the Shareholders. Promptly upon receipt of the Shares, Parent shall cause its transfer agent to issue the Merger Consideration to the Shareholders, less the Escrow Shares, as defined herein. Prior to delivery of the Shares pursuant to this Paragraph, Parent shall not be required to issue or cause the issuance of the Merger Consideration to the Shareholders.

EXHIBIT 3.3

Allocation of Merger Consideration

<u>Name of Shareholder</u>	<u>Shareholder's Percentage</u>
W. Howard Kauff	66.67%
Richard L. Kauff	23.81%
H. Lorraine Kauff	4.76%
Richard W. Gohs, Jr.	4.76%