

# H89791

(Requestor's Name)

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(City/State/Zip/Phone #)

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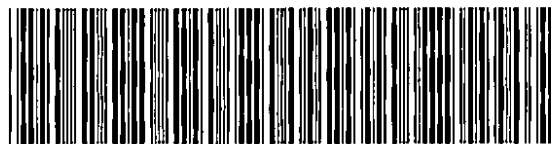
(Business Entity Name)

(Document Number)

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FILED  
2017 NOV 20 AM 9:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
11.30.2017

NOV 21 2017

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I ALBRITTON

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 920644 4325838

AUTHORIZATION

COST LIMIT : \$ 70.00

ORDER DATE : November 17, 2017

ORDER TIME : 12:52 PM

ORDER NO. : 920644-030

CUSTOMER NO: 4325838

ARTICLES OF MERGER

DACCO/DETROIT OF FLORIDA, INC.

INTO

DACCO, INCORPORATED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XXX PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS:

1a

EFFECTIVE DATE

11.30.2017

## 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, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DACCO, Incorporated	Ohio	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DACCO/Detroit of Florida, Inc.	Florida	H89791

**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** 11 / 30 / 2017 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)  
at 11:59 p.m. than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 11/15/2017 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

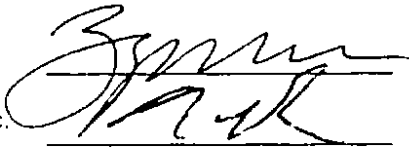
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 11/15/2017 and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED  
2017 NOV 20 AM 9:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
<u>DACCO, Incorporated</u>		<u>Ben DePompei, President</u>
<u>DACCO/Detroit of Florida, Inc.</u>		<u>Neil Sethi, President</u>
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**AGREEMENT AND PLAN OF MERGER  
(DACCO Subsidiaries into DACCO, Incorporated)**

This Agreement and Plan of Merger (this “**Agreement**”) is dated as of November 15, 2017 by and among DACCO, Incorporated, an Ohio corporation (“**DACCO**”), DACCO/Detroit of Alabama, Inc., an Alabama corporation (“**DACCO Alabama**”), DACCO/Detroit of Arizona, Inc., an Arizona corporation (“**DACCO Arizona**”), DACCO/Detroit of Florida, Inc., a Florida corporation (“**DACCO Florida**”), DACCO/Detroit of Georgia, Inc., a Georgia corporation (“**DACCO Georgia**”), DACCO/Detroit of Indiana, Inc., an Indiana corporation (“**DACCO Indiana**”), DACCO/Detroit of Kentucky, Inc., a Kentucky corporation (“**DACCO Kentucky**”), DACCO/Detroit of Maryland, Inc., a Maryland corporation (“**DACCO Maryland**”), DACCO/Detroit of Pennsylvania, Inc., a Pennsylvania corporation (“**DACCO Pennsylvania**”), DACCO/Detroit of Michigan, Inc., a Michigan corporation (“**DACCO Michigan**”), DACCO/Detroit of Minnesota, Inc., a Minnesota corporation (“**DACCO Minnesota**”), DACCO/Detroit of Missouri, Inc., a Missouri corporation (“**DACCO Missouri**”), DACCO/Detroit of Ohio, Inc., an Ohio corporation (“**DACCO Ohio**”), DACCO/Detroit of Oklahoma, Inc., an Oklahoma corporation (“**DACCO Oklahoma**”), DACCO/Detroit of South Carolina, Inc., a South Carolina corporation (“**DACCO South Carolina**”), DACCO/Detroit of Virginia, Inc., a Virginia corporation (“**DACCO Virginia**”), DACCO/Detroit of West Virginia, Inc., a West Virginia corporation (“**DACCO West Virginia**”), DACCO/Detroit of Wisconsin, Inc., a Wisconsin corporation (“**DACCO Wisconsin**”), DACCO Transmission Parts (CA), Inc., a California corporation (“**DACCO California**”), DACCO Transmission Parts (CO), Inc., a Colorado corporation (“**DACCO Colorado**”), DACCO Transmission Parts (NC), Inc., a North Carolina corporation (“**DACCO North Carolina**”), DACCO Transmission Parts (NJ), Inc., a New Jersey corporation (“**DACCO New Jersey**”), DACCO Transmission Parts (NM), Inc., a New Mexico corporation (“**DACCO New Mexico**”), DACCO Transmission Parts (NY), Inc., a New York corporation (“**DACCO New York**”), and DACCO Transmission Parts (LA), Inc., a Louisiana corporation (“**DACCO Louisiana**,” and collectively with DACCO Alabama, DACCO Arizona, DACCO Florida, DACCO Georgia, DACCO Indiana, DACCO Kentucky, DACCO Maryland, DACCO Pennsylvania, DACCO Michigan, DACCO Minnesota, DACCO Missouri, DACCO Ohio, DACCO Oklahoma, DACCO South Carolina, DACCO Virginia, DACCO West Virginia, DACCO Wisconsin, DACCO California, DACCO Colorado, DACCO North Carolina, DACCO New Jersey, DACCO New Mexico, and DACCO New York, the “**DACCO Subsidiaries**”). DACCO and the DACCO Subsidiaries are collectively referred to herein as “**Parties**” and singularly as a “**Party**”.

**RECITALS**

**A. Authorized Shares and Ownership:**

WHEREAS, the authorized shares of DACCO consist of 500 common shares, without par value (the “**DACCO Common Shares**”). As of the date hereof, there are 286.87 DACCO Common Shares issued and outstanding in favor of ETX, Inc., a Delaware corporation (“**ETX**”), as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Alabama consist of 1,000 common shares, with par value of \$1.00 per share (the “**DACCO Alabama Common Shares**”). As of the date hereof, there are 100 DACCO Alabama Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Arizona consist of 1,000 common shares, with par value of \$1.00 per share (the “**DACCO Arizona Common Shares**”). As of the date hereof, there are 100 DACCO Arizona Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Florida consist of 50 common shares, without par value (the “**DACCO Florida Common Shares**”). As of the date hereof, there are 50 DACCO Florida Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Georgia consist of 1,000 common shares, without par value (the “**DACCO Georgia Common Shares**”). As of the date hereof, there are 100 DACCO Georgia Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Indiana consist of 500 common shares, without par value

(the **"DACCO Indiana Common Shares"**). As of the date hereof, there are 100 DACCO Indiana Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Kentucky consist of 1,000 common shares, without par value (the **"DACCO Kentucky Common Shares"**). As of the date hereof, there are 100 DACCO Kentucky Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Maryland consist of 1,000 common shares, with par value of \$0.01 per share (the **"DACCO Maryland Common Shares"**). As of the date hereof, there are 100 DACCO Maryland Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Pennsylvania consist of 1,000 common shares, without par value (the **"DACCO Pennsylvania Common Shares"**). As of the date hereof, there are 100 DACCO Pennsylvania Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Michigan consist of 1,000 common shares, with par value of \$1.00 per share (the **"DACCO Michigan Common Shares"**). As of the date hereof, there are 100 DACCO Michigan Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Minnesota consist of 500 common shares, without par value (the **"DACCO Minnesota Common Shares"**). As of the date hereof, there are 100 DACCO Minnesota Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Missouri consist of 500 common shares, without par value (the **"DACCO Missouri Common Shares"**). As of the date hereof, there are 100 DACCO Missouri Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Ohio consist of 500 common shares, without par value (the **"DACCO Ohio Common Shares"**). As of the date hereof, there are 50 DACCO Ohio Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Oklahoma consist of 1,000 common shares, with par value of \$1.00 per share (the **"DACCO Oklahoma Common Shares"**). As of the date hereof, there are 100 DACCO Oklahoma Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO South Carolina consist of 1,000 common shares, with par value of \$1.00 per share (the **"DACCO South Carolina Common Shares"**). As of the date hereof, there are 100 DACCO South Carolina Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Virginia consist of 1,000 common shares, without par value (the **"DACCO Virginia Common Shares"**). As of the date hereof, there are 100 DACCO Virginia Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO West Virginia consist of 200 common shares, without par value (the **"DACCO West Virginia Common Shares"**). As of the date hereof, there are 200 DACCO West Virginia Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Wisconsin consist of 1,000 common shares, with par value of \$0.01 per share (the **"DACCO Wisconsin Common Shares"**). As of the date hereof, there are 100 DACCO Wisconsin Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO California consist of 500 common shares, with par value of \$100.00 per share (the **"DACCO California Common Shares"**). As of the date hereof, there are 75 DACCO California Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Colorado consist of 1,000 common shares, with par value of

\$0.01 per share (the **"DACCO Colorado Common Shares"**). As of the date hereof, there are 100 DACCO Colorado Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO North Carolina consist of 1,000 common shares, without par value (the **"DACCO North Carolina Common Shares"**). As of the date hereof, there are 1,000 DACCO North Carolina Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO New Jersey consist of 1,000 common shares, with par value of \$0.01 per share (the **"DACCO New Jersey Common Shares"**). As of the date hereof, there are 1,000 DACCO New Jersey Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO New Mexico consist of 1,000 common shares, with par value of \$0.01 per share (the **"DACCO New Mexico Common Shares"**). As of the date hereof, there are 100 DACCO New Mexico Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO New York consist of 1,000 common shares, with par value of \$0.01 per share (the **"DACCO New York Common Shares"**). As of the date hereof, there are 100 DACCO New York Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

WHEREAS, the authorized shares of DACCO Louisiana consist of 100 common shares, with par value of \$0.01 per share (the **"DACCO Louisiana Common Shares"**). As of the date hereof, there are 100 DACCO Louisiana Common Shares issued and outstanding in favor of DACCO, as the sole shareholder; and

#### **B. Mergers and Applicable Law:**

WHEREAS, DACCO Alabama desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the provisions of the Code of Alabama of 1975, Title 10A (**"Alabama Corporate Law"**); and

WHEREAS, DACCO Arizona desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Arizona Corporate Code (including A.R.S. §§ 29-2101 thru 2703) (**"Arizona Corporate Law"**); and

WHEREAS, DACCO Florida desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Florida Business Corporation Act (**"Florida Corporate Law"**); and

WHEREAS, DACCO Georgia desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Georgia Business Corporation Code (O.C.G.A. §§ 14-2-101, et seq.) (**"Georgia Corporate Law"**); and

WHEREAS, DACCO Indiana desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Indiana Business Corporation Law (**"Indiana Corporate Law"**); and

WHEREAS, DACCO Kentucky desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Kentucky Business Corporation Act (**"Kentucky Corporate Law"**); and

WHEREAS, DACCO Maryland desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Maryland General Corporation Law (**"Maryland Corporate Law"**); and

WHEREAS, DACCO Pennsylvania desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Pennsylvania Entity Transactions Law (15 Pa. C.S.A. §§ 311 et seq.) (**"Pennsylvania Corporate Law"**); and

WHEREAS, DACCO Michigan desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Michigan Business Corporation Act (**"Michigan Corporate Law"**); and

WHEREAS, DACCO Minnesota desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Minnesota Business Corporation Act ("**Minnesota Corporate Law**"); and

WHEREAS, DACCO Missouri desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to The General and Business Corporation Law of Missouri ("**Missouri Corporate Law**"); and

WHEREAS, DACCO Ohio desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Ohio General Corporate Law ("**Ohio Corporate Law**"); and

WHEREAS, DACCO Oklahoma desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Oklahoma General Corporation Act ("**Oklahoma Corporate Law**"); and

WHEREAS, DACCO South Carolina desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to South Carolina Code of Laws § 33-1 1-105 ("**South Carolina Corporate Law**"); and

WHEREAS, DACCO Virginia desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Virginia Stock Corporation Act ("**Virginia Corporate Law**"); and

WHEREAS, DACCO West Virginia desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the West Virginia Business Corporation Act ("**West Virginia Corporate Law**"); and

WHEREAS, DACCO Wisconsin desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Wisconsin Business Corporation Law ("**Wisconsin Corporate Law**"); and

WHEREAS, DACCO California desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the California Corporations Code, Section 1100 et seq. ("**California Corporate Law**"); and

WHEREAS, DACCO Colorado desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Colorado Business Corporation Act (C.R.S. §§ 7-111-101 et seq.) ("**Colorado Corporate Law**"); and

WHEREAS, DACCO North Carolina desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the North Carolina Business Corporation Act ("**North Carolina Corporate Law**"); and

WHEREAS, DACCO New Jersey desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the New Jersey Business Corporation Act ("**New Jersey Corporate Law**"); and

WHEREAS, DACCO New Mexico desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the New Mexico Business Corporation Act ("**New Mexico Corporate Law**"); and

WHEREAS, DACCO New York desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the New York Business Corporation Law ("**New York Corporate Law**"); and

WHEREAS, DACCO Louisiana desires to effect a merger with and into DACCO, with DACCO being the surviving entity, pursuant to the Louisiana Business Corporation Act ("**Louisiana Business Corporation Act**"); and

**C. Approvals.**

WHEREAS, the respective Boards of Directors of each of the DACCO Subsidiaries have determined and declared it to be advisable and in the best interest of their respective corporations that each respective DACCO



Subsidiary be merged with and into DACCO upon the terms and subject to the conditions provided for in this Agreement; and

WHEREAS, the respective Boards of Directors of each of the DACCO Subsidiaries have, by resolution duly adopted pursuant to applicable law, approved this Agreement and submitted this Agreement to DACCO, as the sole shareholder of each of the DACCO Subsidiaries, for adoption, with the recommendation that this Agreement be adopted; and

WHEREAS, the Board of Directors of DACCO has determined and declared it to be advisable and in the best interest of DACCO that each of the DACCO Subsidiaries be merged with and into DACCO upon the terms and subject to the conditions provided for in this Agreement; and

WHEREAS, the Board of Directors of DACCO has, by resolution duly adopted pursuant to applicable law, approved this Agreement and submitted this Agreement to ETX, as the sole shareholder of DACCO, for adoption, with the recommendation that this Agreement be adopted; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement and to effectuate the mergers as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE I: MERGERS**

Section 1.01. Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the applicable law as set forth in the Recitals, at the Effective Date and Time (as defined in Section 1.07 of this Agreement):

- a. DACCO Alabama shall be merged with and into DACCO, with DACCO as the surviving entity;
- b. DACCO Arizona shall be merged with and into DACCO, with DACCO as the surviving entity;
- c. DACCO Florida shall be merged with and into DACCO, with DACCO as the surviving entity;
- d. DACCO Georgia shall be merged with and into DACCO, with DACCO as the surviving entity;
- e. DACCO Indiana shall be merged with and into DACCO, with DACCO as the surviving entity;
- f. DACCO Kentucky shall be merged with and into DACCO, with DACCO as the surviving entity;
- g. DACCO Maryland shall be merged with and into DACCO, with DACCO as the surviving entity;
- h. DACCO Pennsylvania shall be merged with and into DACCO, with DACCO as the surviving entity;
- i. DACCO Michigan shall be merged with and into DACCO, with DACCO as the surviving entity;
- j. DACCO Minnesota shall be merged with and into DACCO, with DACCO as the surviving entity;
- k. DACCO Missouri shall be merged with and into DACCO, with DACCO as the surviving entity;
- l. DACCO Ohio shall be merged with and into DACCO, with DACCO as the surviving entity;
- m. DACCO Oklahoma shall be merged with and into DACCO, with DACCO as the surviving entity;

- n. DACCO South Carolina shall be merged with and into DACCO, with DACCO as the surviving entity;
- o. DACCO Virginia shall be merged with and into DACCO, with DACCO as the surviving entity;
- p. DACCO West Virginia shall be merged with and into DACCO, with DACCO as the surviving entity;
- q. DACCO Wisconsin shall be merged with and into DACCO, with DACCO as the surviving entity;
- r. DACCO California shall be merged with and into DACCO, with DACCO as the surviving entity;
- s. DACCO Colorado shall be merged with and into DACCO, with DACCO as the surviving entity;
- t. DACCO North Carolina shall be merged with and into DACCO, with DACCO as the surviving entity;
- u. DACCO New Jersey shall be merged with and into DACCO, with DACCO as the surviving entity;
- v. DACCO New Mexico shall be merged with and into DACCO, with DACCO as the surviving entity;
- w. DACCO New York shall be merged with and into DACCO, with DACCO as the surviving entity;
- x. DACCO Louisiana shall be merged with and into DACCO, with DACCO as the surviving entity;

(individually and collectively, the “Mergers”). DACCO shall be the surviving corporation (the “**Surviving Corporation**”) of each of the Mergers and shall continue its corporate existence under the laws of the State of Ohio. At the Effective Date and Time, the separate corporate existence of each of the DACCO Subsidiaries shall cease.

Section 1.02. Effects of the Merger. At the Effective Date and Time, the Mergers shall have the effects provided for in this Agreement, pursuant to Section 1701.82 of Ohio Corporate Law and pursuant to the applicable state law governing the relevant DACCO Subsidiaries as set forth in the Recitals.

Section 1.03. Articles of Incorporation. As of the Effective Date and Time, the Amended Articles of Incorporation of DACCO, as in effect immediately prior to the Effective Date and Time, shall be the articles of incorporation of the Surviving Corporation until thereafter duly amended in accordance with the provisions thereof and applicable law.

Section 1.04. Bylaws. As of the Effective Date and Time, the Amended Bylaws of DACCO, as in effect immediately prior to the Effective Date and Time, shall be the bylaws of the Surviving Corporation until thereafter duly amended in accordance with the provisions thereof, the articles of incorporation of the Surviving Corporation and applicable law.

Section 1.05. Directors of the Surviving Corporation. At and after the Effective Date and Time and until changed in the manner provided in the bylaws or the articles of incorporation of the Surviving Corporation or as otherwise provided by applicable law, the number of directors of the Surviving Corporation shall be the number of directors of DACCO immediately prior to the Effective Date and Time. At the Effective Date and Time, each individual who is a director of DACCO immediately prior to the Effective Date and Time shall become a director of the Surviving Corporation and each such individual shall serve as a director of the Surviving Corporation for the balance of the term for which such individual was elected as a director of DACCO and until his/her successor is duly elected and qualified in the manner provided in the bylaws or the articles of incorporation of the Surviving Corporation or as otherwise provided by applicable law or until his/her earlier death, resignation or removal in the

manner provided in the bylaws or the articles of incorporation of the Surviving Corporation or as otherwise provided by applicable law.

Section 1.06. Officers of the Surviving Corporation. At the Effective Date and Time, each individual who is an officer of DACCO immediately prior to the Effective Date and Time shall become an officer of the Surviving Corporation, with each such individual to hold the same office in the Surviving Corporation, in accordance with the bylaws thereof, as he/she held in DACCO immediately prior to the Effective Date and Time.

Section 1.07. Effective Date and Time. Each of the Mergers shall become effective in accordance with the provisions of applicable state law on November 30, 2017, at 11:59 p.m. local time. The date and time when each of the Mergers shall become effective is herein referred to as the "Effective Date and Time".

Section 1.08. Additional Actions. If, at any time after the Effective Date and Time, the Surviving Corporation shall consider or be advised that any further conveyances, assignments, transfers, deeds, instruments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of the DACCO Subsidiaries by reason of, or as a result of, the Mergers, or (b) otherwise to carry out the purposes of this Agreement, each of the DACCO Subsidiaries and their respective proper officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper conveyances, assignments, transfers, deeds, instruments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, each such property or right in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized, in the name of each of the DACCO Subsidiaries, or otherwise, to take any and all such actions.

Section 1.09. Shareholder Approval. The consummation of each of the Mergers is subject to the approval of this Agreement and the Mergers contemplated hereby by the shareholders of each of the Parties in accordance with applicable law.

## **ARTICLE II: CONVERSION OR CANCELLATION OF SHARES**

Section 2.01. Conversion of Shares. At the Effective Date and Time:

- a. Each of the 100 DACCO Alabama Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Alabama Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- b. Each of the 100 DACCO Arizona Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Arizona Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- c. Each of the 50 DACCO Florida Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Florida Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- d. Each of the 100 DACCO Georgia Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Georgia Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right

to receive cash, securities or any other interest, right or property; and

- e. Each of the 100 DACCO Indiana Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Indiana Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- f. Each of the 100 DACCO Kentucky Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Kentucky Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- g. Each of the 100 DACCO Maryland Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Maryland Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- h. Each of the 100 DACCO Pennsylvania Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Pennsylvania Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- i. Each of the 100 DACCO Michigan Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Michigan Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- j. Each of the 100 DACCO Minnesota Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Minnesota Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- k. Each of the 100 DACCO Missouri Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Missouri Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- l. Each of the 50 DACCO Ohio Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Ohio Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- m. Each of the 100 DACCO Oklahoma Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Oklahoma Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and

- n. Each of the 100 DACCO South Carolina Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO South Carolina Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- o. Each of the 100 DACCO Virginia Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Virginia Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- p. Each of the 200 DACCO West Virginia Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO West Virginia Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- q. Each of the 100 DACCO Wisconsin Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Wisconsin Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- r. Each of the 75 DACCO California Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO California Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- s. Each of the 100 DACCO Colorado Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Colorado Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- t. Each of the 1,000 DACCO North Carolina Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO North Carolina Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- u. Each of the 1,000 DACCO New Jersey Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO New Jersey Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- v. Each of the 100 DACCO New Mexico Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO New Mexico Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- w. Each of the 100 DACCO New York Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of

the Parties or the holder of such DACCO New York Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and

- x. Each of 100 DACCO Louisiana Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Mergers and without any action on the part of the Parties or the holder of such DACCO Louisiana Common Shares, be cancelled and retired and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash, securities or any other interest, right or property; and
- y. Each of the 286.87 DACCO Common Shares issued and outstanding immediately prior to the Effective Date and Time shall, by virtue of the Merger and without any action on the part of the Parties or the holder of such DACCO Common Shares, continue in existence and, at and after the Effective Date and Time, shall represent an identical share of the Surviving Corporation.

### ARTICLE III: MISCELLANEOUS

Section 3.01. Section 332 Compliance. Each of the Mergers is intended to be treated for income tax purposes as a deemed liquidation of each of the DACCO Subsidiaries under the provisions of Section 332 of the Internal Revenue Code of 1986, as amended.

Section 3.02. Entire Agreement. This Agreement, together with the articles of merger (or jurisdictional equivalents thereof), constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

Section 3.03. Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

Section 3.04. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 3.05. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 3.06. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

Section 3.07. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 3.08. Counterparts. This Agreement may be executed in any number of original

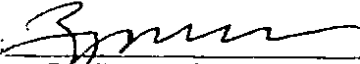
counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

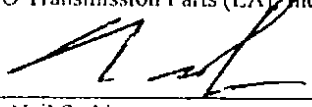
**SURVIVING CORPORATION:**

DACCO, Incorporated, an Ohio corporation

By:   
Name: Ben DePompei  
Title: President

**DACCO SUBSIDIARIES:**

DACCO/Detroit of Alabama, Inc., an Alabama corporation  
DACCO/Detroit of Arizona, Inc., an Arizona corporation  
DACCO/Detroit of Florida, Inc., a Florida corporation  
DACCO/Detroit of Georgia, Inc., a Georgia corporation  
DACCO/Detroit of Indiana, Inc., an Indiana corporation  
DACCO/Detroit of Kentucky, Inc., a Kentucky corporation  
DACCO/Detroit of Maryland, Inc., a Maryland corporation  
DACCO/Detroit of Pennsylvania, Inc., a Pennsylvania corporation  
DACCO/Detroit of Michigan, Inc., a Michigan corporation  
DACCO/Detroit of Minnesota Inc., a Minnesota corporation  
DACCO/Detroit of Missouri Inc., a Missouri corporation  
DACCO/Detroit of Ohio Inc., an Ohio corporation  
DACCO/Detroit of Oklahoma Inc., an Oklahoma corporation  
DACCO/Detroit of South Carolina, Inc., a South Carolina corporation  
DACCO/Detroit of Virginia, Inc., a Virginia corporation  
DACCO/Detroit of West Virginia, Inc., a West Virginia corporation  
DACCO/Detroit of Wisconsin, Inc., a Wisconsin corporation  
DACCO Transmission Parts (CA), Inc., a California corporation  
DACCO Transmission Parts (CO), Inc., a Colorado corporation  
DACCO Transmission Parts (NC), Inc., a North Carolina corporation  
DACCO Transmission Parts (NJ), Inc., a New Jersey corporation  
DACCO Transmission Parts (NM), Inc., a New Mexico corporation  
DACCO Transmission Parts (NY), Inc., a New York corporation  
DACCO Transmission Parts (LA), Inc., a Louisiana corporation

By:   
Name: Neil Sethi  
Title: President