

# J46139

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EXPIRATION DATE  
12/31/04

RECEIVED  
14 DEC 22 11:32  
TALLAHASSEE, FLORIDA

FILED  
04 DEC 22 PM 2:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CT CORPORATION**

December 22, 2004

Department of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 6265467 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Department of State, Florida:

Please obtain the following:

The R&S McCoy Corporation (FL)  
Merger (Discontinuing Company)  
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Stephanie Sanders  
Fulfillment Specialist  
Stephanie\_Sanders@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Culligan of Florida, Inc.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kelly Snedden  
(Name of person)

CT Corporation System  
(Name of firm/company)

208 S. LaSalle Street, Suite 814  
(Address)

Chicago, IL 60604  
(City/state and zip code)

For further information concerning this matter, please call:

Amy McLean at ( 847 ) 205-6115  
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; **please send an additional copy of your document if a certified copy is requested**)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

RECEIVED  
12/31/04

## **ARTICLES OF MERGER** (Profit Corporations)

FILED  
04 DEC 22 PM 2:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Culligan of Florida, Inc.	Florida	J46139

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The R & S McCoy Corporation	Florida	339507

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 12 / 31 / 04 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/20/2004.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ 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 12/20/2004.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

[illegible]

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

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Culligan of Florida, Inc.

Jurisdiction

Florida

The name and jurisdiction of each **subsidiary** corporation:

Name

The R & S McCoy Corporation

Jurisdiction

Florida

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

Please see attached Exhibit A.

*(Attach additional sheets if necessary)*

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

Not Applicable.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

## Exhibit A

### AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of December 20, 2004 ("Agreement") by and between The R & S McCoy Corporation, a Florida corporation (the "Mergee"), and Culligan of Florida, Inc., a Florida corporation (the "Company"). Mergee and the Company are sometimes hereinafter collectively referred to as the "Constituent Corporations."

#### BACKGROUND

In order to more effectively manage the Constituent Corporations, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

#### TERMS

The parties hereto agree as follows:

##### Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into the Company (the "Merger") pursuant to the provisions of the Florida Business Corporation Act, the separate corporate existence of Mergee shall cease, and the Company shall be the surviving corporation ("Surviving Corporation") and continue its existence under the name "Culligan of Florida, Inc.".

Effect of Merger. At the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, 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 said Constituent Corporations on whatever account, for stock subscriptions as well as all other things in action or belonging to each of such 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, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said 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.



Shareholder Approval. Subsequent to the execution of this Agreement, Mergee and the Company shall submit this Agreement to their respective shareholders for their approval pursuant to the applicable provisions of the Florida Business Corporation Act.

Instruments of Merger. Following the approval of this Agreement by the shareholder of Mergee, upon satisfaction or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the office of the Secretary of State of the state of incorporation of each of the Constituent Corporations (if required) the appropriate Articles of Merger and Plan of Merger.

Effective Time. The Merger shall become effective as of December 31, 2004 (such date and time being herein sometimes referred to as the "Effective Time").

## Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of the Company as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of the Company in effect at the Effective Time without further shareholder action.

Directors. The directors of the Company immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their earlier resignation, removal or death.

Officers. The officers of the Company immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

## Article III

Conversion of Stock. At the Effective Time: Each share of the common stock no par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$1.00 par value per share, of the Company issued and outstanding immediately prior to the Effective Time shall, without any action on the part of the holder thereof, automatically be converted into one share of Common Stock, \$1.00 par value per share, of the Surviving Corporation.

#### Article IV

Conditions of Merger. The consummation of the Merger is subject to the satisfaction of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the shareholders of Mergee and the Company; and

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement shall have been obtained.

The condition regarding third-party consents set forth above may be waived in the discretion of the Constituent Corporations.

#### Article V.


Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Mergee and the Company, provided that no modification, unless adopted and approved by the shareholders of Mergee in the manner prescribed under law, shall (i) change the amount or kind of shares or other consideration to be received as a result of the Merger following the approval of this Agreement by the shareholders of Mergee, (ii) change any of the terms of the Certificate of Incorporation of the Surviving Corporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Mergee; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Mergee's Boards of Directors, or in the case of deferral, of an authorized officer of Mergee, such action would be in the best interests of Mergee and their shareholders.

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

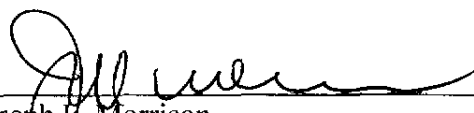
Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE R & S MCCOY CORPORATION**

By:   
Susan E. Bennett  
Vice President & Secretary

**CULLIGAN OF FLORIDA, INC.**

By:   
Joseph E. Morrison  
Vice President & Controller