

To:
Subject: 000174.93449
Division of Corporations

554237

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 1 of 9

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Florida Department of State
Division of Corporations
Public Access System

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To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

*Note effective date of 9/29/2008 *

000174.93449

MERGER OR SHARE EXCHANGE

Wesco Turf, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

EFFECTIVE DATE

Sept 29, 08

merger/cc

@ 9/25/08

2008 SEP 25 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

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Corporate Filing Menu

Help

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 2 of 9

H08000223156 3

EFFECTIVE DATE
SEP 29, 08

**ARTICLES OF MERGER
OF
WESCO TURF, INC.
a Florida corporation
and
WESCO TURF SUPPLY, INC.
a Delaware corporation**

(Pursuant to the provisions of Chapter 607
of the Florida Business Corporation Act)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 SEP 25 AM 9:26

The undersigned, being the President of Wesco Turf, Inc., a corporation organized and existing under the laws of the State of Florida (the "Florida Corporation"), and the President of Wesco Turf Supply, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Delaware Corporation"), hereby certify that:

1. Pursuant to an Action by Written Consent in lieu of Special Meeting of the Shareholders of the Florida Corporation, an Action by Written Consent in lieu of Special Meeting of the Shareholders of the Delaware Corporation, an Action by Written Consent in lieu of Special Meeting of the Board of Directors of the Florida Corporation, and an Action by Written Consent in lieu of Special Meeting of the Board of Directors of the Delaware Corporation, all of which are dated SEPTEMBER 24, 2008, a Plan and Agreement of Merger as between the Florida Corporation and the Delaware Corporation, with *the Florida Corporation being the surviving corporation*, was adopted.

2. The name of the surviving corporation is Wesco Turf, Inc., and it is to be governed by the laws of the State of Florida.

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 3 of 9

H08000223156 3

3. The Plan and Agreement of Merger attached hereto is a true and correct copy and was adopted and approved by the Board of Directors and by the Shareholders of all the shares entitled to vote of the Florida Corporation in the manner prescribed by the laws of the State of Florida, and was adopted and approved by the Board of Directors and Shareholders of the Delaware Corporation in the manner prescribed by the laws of the State of Delaware.

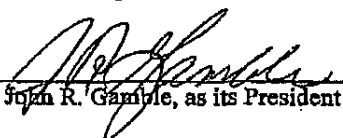
4. The effective date of the merger shall be September 29, 2008.

IN WITNESS WHEREOF the corporate parties hereto have caused these Articles of Merger to be executed by the duly authorized officers SEPTEMBER 24, 2008.

WESCO TURF, INC.,
a Florida corporation

By: 
William J. Gamble IV, as its President

WESCO TURF SUPPLY, INC.,
a Delaware corporation

By: 
John R. Gamble, as its President

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 4 of 9

H08000223156 3

**PLAN AND AGREEMENT OF MERGER
OF
WESCO TURF, INC.
a Florida corporation
and
WESCO TURF SUPPLY, INC.
a Delaware corporation**

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 5 of 9

H08000223156 3

**PLAN AND
AGREEMENT OF MERGER
BETWEEN
WESCO TURF, INC.,
a Florida corporation
and
WESCO TURF SUPPLY, INC.,
a Delaware corporation**

This Plan and Agreement of Merger (this "Agreement") is entered into and effective September 29, 2008, by and between WESCO TURF, INC., a Florida corporation (the "Florida Corporation") and WESCO TURF SUPPLY, INC., a Delaware corporation (the "Delaware Corporation," and collectively with the Florida Corporation, the "Constituent Corporations").

Background

The Florida Corporation is a corporation duly organized under the laws of the State of Florida, having authorized capital stock consisting of One Thousand (1,000) shares of Class A Voting Common Stock, with a par value of One Cent (\$0.01) per share, and One Thousand (1,000) shares of Class B Non-Voting Common Stock, with a par value of One Cent (\$0.01) per share. The Delaware Corporation is a corporation duly organized under the laws of the State of Delaware, having authorized capital stock consisting of One Thousand (1,000) shares of Class A Voting Common Stock, with a par value of One Cent (\$0.01) per share, and One Thousand (1,000) shares of Class B Non-Voting Common Stock, with a par value of One Cent (\$0.01) per share. The Board of Directors of each of the Constituent Corporations deem it advisable that the Delaware Corporation be merged with and into the Florida Corporation on the terms and conditions herein set forth, in accordance with the applicable provisions of the Florida Statutes and the Delaware Code, both of which permit such a merger. It is intended for federal income tax purposes that the reorganization contemplated by this Agreement shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Florida Corporation and the Delaware Corporation have agreed and do hereby agree as follows:

Terms Of The Merger

1. Merger. The Florida Corporation and the Delaware Corporation shall be merged into a single corporation, in accordance with applicable provisions of the laws of the State of Florida and the laws of the State of Delaware, by the Delaware Corporation merging with and into the Florida Corporation, which shall be the surviving corporation.

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 6 of 9

H08000223156 3

2. Effect of Merger. From and after the filing of the Articles of Merger with the State of Florida, and the filing of the Certificate of Merger with the State of Delaware, both of which shall be effective September 29, 2008, the Constituent Corporations shall be a single corporation, which shall be the Florida Corporation as the surviving corporation, and the separate existence of the Delaware Corporation shall cease except to the extent provided by the laws of the State of Florida and the laws of the State of Delaware, in the case of a corporation after its merger into another corporation, while the corporate existence of the Florida Corporation shall continue unaffected and unimpaired. The Florida Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under Florida law. The Florida Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all other choices of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Florida Corporation without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such merger. The Florida Corporation shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or the Florida Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

3. Articles of Incorporation. The Articles of Incorporation of the Florida Corporation shall be amended by deleting Article Third in its entirety and replacing Article Third with the following:

"THIRD: The total number of shares of stock which the Corporation has authority to issue is Three Thousand (3,000) shares of Common Stock, divided into One Thousand (1,000) shares of Class A Voting Common Stock with a par value of One Cent (\$0.01) per share, and Two Thousand (2,000) shares of Class B Non-Voting Common Stock with a par value of One Cent (\$0.01) per share.

Set forth below is a description of the preferences, conversion and other rights, restrictions and voting powers, and qualifications of each class of stock of the Corporation.

(a) Except as hereinafter provided with respect to voting powers, Class A Voting Common Stock and the Class B Non-Voting Common Stock shall be identical in all respects.

(b) With respect to voting powers, except as otherwise required by the Florida Business Corporation Act, the holders of

H08000223156 3

H08000223156 3

the Class A Voting Common Stock shall possess all voting powers for all purposes, and the holders of the Class B Non-Voting Common Stock shall have no voting power whatsoever. The holders of the Class B Non-Voting Common Stock shall not be entitled to notice of any meeting of the stockholders, or to attend or participate in such meeting, unless entitled to vote thereat under applicable law."

4. Conversion of Shares. The manner of converting the outstanding shares of each of the Constituent Corporations shall be as follows: (i) Each share of Class A Voting Common Stock and Class B Non-Voting Common Stock of the Florida Corporation issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder, continue to be outstanding with no adjustment as a result of the Merger; (ii) Additional shares of Class A Voting Common Stock of the Florida Corporation shall be issued as follows: (A) 379 shares of Class A Voting Common Stock shall be issued to William J. Gamble III, as Trustee of the William J. Gamble Revocable Trust under Agreement dated March 23, 2004 (the "Gamble Revocable Trust"), such that the Gamble Revocable Trust will hold the aggregate of 880 shares of Class A Voting Common Stock in the Florida Corporation; and (B) 120 shares of Class A Voting Common Stock shall be issued to John Gamble, such that John Gamble will hold the aggregate of 120 shares of Class A Voting Common Stock in the Florida Corporation; (iii) Additional shares of Class B Non-Voting Common Stock of the Florida Corporation shall be issued as follows: (A) 760 shares of Class B Non-Voting Common Stock shall be issued to William J. Gamble III, as Trustee of the William J. Gamble Annuity Trust under Agreement dated January 16, 2008 (the "Gamble Annuity Trust"), such that the Gamble Annuity Trust will hold the aggregate of 1,760 shares of Class B Non-Voting Common Stock in the Florida Corporation; and (B) 240 shares of Class B Non-Voting Common Stock shall be issued to John Gamble, such that John Gamble will hold the aggregate of 240 shares of Class B Non-Voting Common Stock in the Florida Corporation; and (iv) All of the shares of Common Stock of the Delaware Corporation issued and outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

5. Surrender of Certificates. Each record holder of an outstanding certificate or certificates which represent shares of the Delaware Corporation Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger.

6. Further Assurances. If at any time after the Effective Date (as defined below) the Florida Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Florida corporation, according to the terms hereof, the title to any property rights of the Constituent Corporations, the last acting officers and Directors of the Constituent Corporations, as the case may be, or the corresponding officers and Directors of the Florida Corporation shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Florida Corporation, and otherwise carry out the purposes of this Plan and Agreement of Merger.

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 8 of 9

H08000223156 3

7. Approval By Shareholders. This Plan and Agreement of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by the laws of the State of Florida as to the Florida Corporation and the laws of the State of Delaware as to the Delaware Corporation. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of Florida law shall be filed in the appropriate office in Florida and a Certificate of Merger meeting the requirements of Delaware law shall be filed in the appropriate office in Delaware prior to the Effective Date.

8. Effective Date. The merger of the Delaware Corporation with and into the Florida Corporation shall become effective on September 29, 2008 (the "Effective Date").

9. Covenants of the Delaware Corporation. The Delaware Corporation covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

10. Covenants of the Florida Corporation. The Florida Corporation covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

11. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to filing of the Articles of Merger with the State of Florida and the filing of the Certificate of Merger with the State of Delaware.

[signatures on following page]

H08000223156 3

To:
Subject: 000174.93449

From: Ricky Soto

Thursday, September 25, 2008 11:22 AM Page: 9 of 9

H08000223156 3


IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

WITNESSES

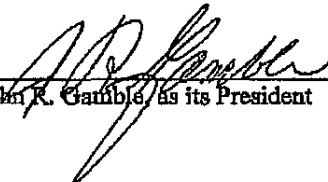
Julie Crestani

Julie Crestani

WESCO TURF, INC.,
a Florida corporation

By: 
William J. Gamble IV, as its President

WESCO TURF SUPPLY INC.,
a Delaware corporation

By: 
John R. Gamble, as its President

H08000223156 3