

Document Number Only

J91131

C T Corporation System.

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

City

State

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CORPORATION(S) NAME

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*****70.00 *****70.00

Jim Walter International Corporation

merged into:

Jim Walter Corporation

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

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JOEY

8/27/98

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

JIM WALTER INTERNATIONAL CORPORATION, a Florida corporation, H16456

INTO

JIM WALTER CORPORATION, a Florida corporation, J91131.

File date: August 27, 1998

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER
OF
JIM WALTER INTERNATIONAL CORPORATION,
A FLORIDA CORPORATION
INTO
JIM WALTER CORPORATION,
A FLORIDA CORPORATION**

FILED
98 AUG 27 PM 1:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER are made this 26th day of August, 1998 by and between Jim Walter International Corporation, a Florida corporation ("Sub"), and Jim Walter Corporation, a Florida corporation ("JWC").

RECITALS:

WHEREAS, the board of directors of each of Sub and JWC believe that it is in the best interests of their respective shareholders that Sub be merged with and into JWC, with JWC continuing as the surviving corporation (the "Merger"); and

WHEREAS, JWC and Sub have executed that certain Agreement and Plan of Merger dated August 26, 1998 (the "Merger Agreement").

NOW, THEREFORE, the undersigned corporations, in accordance with Sections 607.1101 and 607.1105 of the Florida 1989 Business Corporation Act, and in consideration of the premises and the mutual agreements and covenants herein contained, hereby adopt these Articles of Merger and agree as follows:

ARTICLE I: The Plan of Merger is as follows:

(1) Sub shall merge with and into JWC. JWC shall be the corporation surviving the merger (the "Surviving Corporation") and shall continue to exist under and be governed by the laws of the State of Florida.

(2) At the Effective Time of the Merger, all issued and outstanding shares of capital stock of Sub shall be cancelled. The shares of capital stock of the Surviving Corporation outstanding at the Effective Time of the Merger shall be and remain outstanding shares of the capital of the Surviving Corporation.

(3) The capital stock of JWC shall be unaffected by the Merger and all presently issued and outstanding shares of capital stock of JWC shall remain the issued and outstanding shares of capital stock of the Surviving Corporation immediately after the Effective Time.

(4) The Articles of Incorporation of the Surviving Corporation will not differ from the Articles of Incorporation of JWC immediately prior to the Effective Time. The Bylaws of the

Surviving Corporation shall be identical to the Bylaws of JWC immediately prior to the Effective Time.

(5) The directors and officers of JWC at and as of the Effective Time shall be the directors and officers (retaining their respective positions and terms of office) of the Surviving Corporation.

ARTICLE II: The Agreement and Plan of Merger was adopted by the shareholders of Sub, a Florida corporation on the 26th of August, 1998 and by the Board of Directors of Sub on the 26th day of August, 1998 and by the Board of Directors of JWC, a Florida corporation, on the 26th day of August, 1998. Shareholder approval of JWC is not required pursuant to Section 607.1103(7)(a) and (b).

ARTICLE III: The effective time of the merger shall be August 27, 1998 (the "Effective Time").

Signed this 26th day of August, 1998.

JIM WALTER INTERNATIONAL CORPORATION,

By: James W. Stevens
Name: James W. Stevens
Title: President

JIM WALTER CORPORATION,

By: James W. Stevens
Name: James W. Stevens
Title: President

AGREEMENT OF MERGER
OF JAMES WALTER INTERNATIONAL CORPORATION INTO JIM WALTER
CORPORATION

AGREEMENT OF MERGER made this 26th day of August, 1998, between JIM WALTER CORPORATION, a Florida Corporation (hereinafter referred to as "Surviving Entity") and JAMES WALTER INTERNATIONAL CORPORATION, a Florida Corporation (hereinafter referred to as "Terminating Entity").

WHEREAS, the Terminating Entity has an authorized capital stock consisting of 1000 shares of common stock, no par value of which 1000 shares have been duly issued and are now outstanding, and

WHEREAS, the Surviving Entity has an authorized capital stock consisting of 1000 shares of common stock, no par value of which 1000 shares have been duly issued and are now outstanding, and

WHEREAS, the Boards of Directors of the Terminating Entity and the Surviving Entity, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the Terminating Entity merge with the Surviving Entity under and pursuant to the provisions of the Florida 1989 Business Corporation Act.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** The Terminating Entity shall be and it hereby is merged into the Surviving Entity.
2. **EFFECTIVE DATE.** This Agreement of Merger shall become effective on August 27, 1998 (hereinafter called the "Effective Date").
3. **SURVIVING ENTITY.** The Surviving Entity shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate corporate existence of the Terminating Entity shall cease forthwith upon the Effective Date.
4. **OUTSTANDING SHARES.** The Merger shall have no effect upon the outstanding shares of the Surviving Entity. On the Effective Date, each outstanding share of common stock of the Terminating Entity, by operation of the merger, other than those as to which appraisal rights have been perfected under the laws of the States of Florida, shall be canceled and have no further effect or value.

5. **TERMINATION.** This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of the Terminating Entity at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

6. From the Effective Date, the Merger shall have the effects provided by the laws of Florida. Without limiting the generality of the foregoing, upon the Effective Date (1) the separate existence of the Terminating Entity shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Entity, the officers of the Terminating Entity shall execute, acknowledge, and deliver such instruments and do such acts, and for such purposes, the existence of the Terminating Entity and the authority of its officers and directors shall continue notwithstanding the merger; (2) the Surviving Entity shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Terminating Entity, and all obligations belonging to or due to the Terminating Entity, all of which shall be vested in the Surviving Entity without further act or deed. Title to any real estate or any interest in the real estate vested in the Terminating Entity shall not ever or in any way be impaired by reason of the merger; (3) the Surviving Entity shall be liable for all the obligations of the Terminating Entity, including liability to dissenting shareholders. Any claim existing, or action or proceeding pending, by or against the Terminating Entity, may be prosecuted to Judgment, with right of appeal, as if the merger had not taken place, or the Surviving Entity may be substituted in its place; (4) all the rights of creditors of the Terminating Entity shall be preserved unimpaired, and all liens upon the property of the Terminating Entity shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Date.

7. This Agreement may be amended by mutual agreement of the parties at any time prior to the Effective Date.

8. This Agreement is not assignable by either party in any respect without the prior written consent of the others.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by their duly authorized officers.

JIM WALTER CORPORATION

By: James W. Stevens
James W. Stevens
President

JAMES WALTER INTERNATIONAL CORPORATION

By: James W. Stevens
James W. Stevens
President