

HENDRICKS & HENDRICKS

ATTORNEYS AND COUNSELLORS AT LAW

310 ALHAMBRA CIRCLE

R. A. HENDRICKS (1868-1963)  
B. E. HENDRICKS (1904-1978)  
ROBERT A. HENDRICKS

CORAL GABLES, FLORIDA 33134  
(305) 445-3692

K999171  
Jun 18, 1997

Secretary of State  
State of Florida  
Division of Corporations  
Amendment Section  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Articles of Merger  
National Hardware, Inc. and  
Cuco's Tool Rental, Inc.

700002217907--4  
-06/20/97--01009--005  
\*\*\*\*122.50 \*\*\*\*122.50

Gentlemen:

Enclosed you will find the original and one copy of the Articles of Merger in regard to the above corporations, together with our firm check payable to your order in the amount of \$122.50 representing the fees for filing and certified copy.

Upon filing of the Articles, we would very much appreciate it if you would forward a certified copy of the Articles of Merger to this office.

Sincerely,

HENDRICKS & HENDRICKS

By: *Robert A. Hendrick*

RAH/mm

Enc.

*Get Merge  
6/18/97  
RAH/mm  
Enc.*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CUCO'S TOOL RENTAL, INC., a Florida corporation, P95000085831

INTO

NATIONAL HARDWARE, INC., a Florida corporation, K99971

File date: June 20, 1997

Corporate Specialist: Carol Mustain

ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging NATIONAL HARDWARE, INC. and CUCO'S TOOL RENTAL, INC.

1. The names of the corporations which are parties to the herein merger are NATIONAL HARDWARE, INC. and CUCO'S TOOL RENTAL, INC. NATIONAL HARDWARE, INC. is the surviving corporation.

2. On June 5, 1997, the attached Plan of Merger was approved by the shareholders and board of directors of each of the undersigned corporations in the manner prescribed by the Florida Business Corporation Act.

3. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of the shares of each class entitled to vote as a class, are as follows:

NATIONAL HARDWARE, INC.

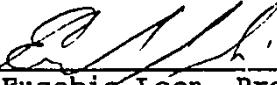
20 shares are owned by Eusebio Leon and Rosaida Leon

CUCO'S TOOL RENTAL, INC.

10 shares are owned by Maria Leon

4. A copy of the Plan of Merger set forth in Article 1 was delivered on June 5, 1997 to each shareholder of NATIONAL HARDWARE, INC. and CUCO'S TOOL RENTAL, INC. on such and approved by all of such stockholders on June 5, 1997.

NATIONAL HARDWARE, INC.,  
a Florida corporation

By: 

Eusebio Leon, President

Attest:

  
Roxana Leon

Secretary

CUCO'S TOOL RENTAL, INC.,  
a Florida corporation

By: 

Maria Leon, President

Attest:



Secretary

mm:June 4, 1997

PLAN OF MERGER

Plan of merger dated June 5, 1997 between NATIONAL HARDWARE, INC., referred to as the surviving corporation, and CUCO'S TOOL RENTAL, INC., referred to as the absorbed corporation.

A. NATIONAL HARDWARE, INC. is a corporation organized and existing under the laws of the State of Florida with its principal office at 420 N.W. 22 Avenue, Miami, Florida 33125.

B. NATIONAL HARDWARE, INC. has a capitalization of 100 authorized shares of no par common stock of which 20 shares are issued and outstanding.

C. CUCO'S TOOL RENTAL, INC. is a corporation organized and existing under the laws of the State of Florida with its principal office at 420 N.W. 22 Avenue, Miami, Florida 33125.

D. CUCO'S TOOL RENTAL, INC. has a capitalization of 100 authorized shares of no par common stock of which 10 shares are issued and outstanding.

E. The boards of directors of the constituent corporations deem it desirable and in the best business interests of the corporations and their shareholders that CUCO'S TOOL RENTAL, INC. be merged into NATIONAL HARDWARE, INC. pursuant to the provisions of Sections 607.1101 et seq. of the Florida Business Corporation Act in order that the transaction 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 covenants and subject to

the terms and conditions set forth below, the constituent corporations agree as follows:

SECTION ONE. CUCO'S TOOL RENTAL, INC. shall merge with and into NATIONAL HARDWARE, INC. which shall be the surviving corporation.

SECTION TWO. On the effective date of the merger, the separate existence of the absorbed corporation shall cease and the surviving corporation shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal and mixed of the absorbed corporation, without the necessity for any separate transfer. The surviving corporation shall then be responsible and liable for all liabilities and obligations of the absorbed corporation and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger.

SECTION THREE. The manner and basis of converting the shares of CUCO'S TOOL RENTAL, INC. into the shares of NATIONAL HARDWARE, INC. shall be as follows:

a. Each 10 shares of the common stock of CUCO'S TOOL RENTAL, INC. shall be converted into one share of the no par stock of NATIONAL HARDWARE, INC., which shares of common stock of the surviving corporation shall then be issued and outstanding. However, in no event shall fractional shares of the surviving corporation be issued. In lieu of the issuance of fractional shares to which any holder of the common stock of the absorbed corporation would otherwise be entitled as a result of the

conversion, a payment in cash shall be made equal to the value of such fraction, based on the market value of the common stock on the effective date of the merger.

b. The conversion shall be effected as follows: After the effective date of the merger, each holder of certificates for shares of common stock in the absorbed corporation shall surrender them to the surviving corporation or its duly appointed agent, in the manner that the surviving corporation shall legally require. On receipt of the share certificates, the surviving corporation shall issue and exchange certificates for shares of common stock in the surviving corporation representing the number of shares of stock to which the holder is entitled as provided above. The surviving corporation shall issue to an agent for the holders otherwise entitled to fractional share interests a certificate for the number of whole shares representing the aggregate of the fractional share interests and the agent shall sell the whole shares and pay over the proceeds to the entitled shareholders in proportion to their fractional share interests.

c. Holders of certificates of common stock of the absorbed corporation shall not be entitled to dividends payable on shares of stock in the surviving corporation until certificates have been issued to those shareholders. Then, each such shareholder shall be entitled to receive any dividends on shares of stock of the surviving corporation issuable to them under this plan which may have been declared and paid between the effective date of the merger and the issuance to those shareholders of the

certificate for his or her shares in the surviving corporation.

SECTION FOUR. The articles of incorporation of NATIONAL HARDWARE, INC. shall continue to be its articles of incorporation without change.

SECTION FIVE. The bylaws of NATIONAL HARDWARE, INC. shall continue to be the bylaws of the corporation without change.

SECTION SIX. The directors and officers of NATIONAL HARDWARE, INC. on and after the effective date of the merger shall continue to be same for the full, unexpired terms of their offices until their successors have been elected or appointed and qualified.

SECTION SEVEN. Neither of the constituent corporations shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business and take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

SECTION EIGHT. This plan of merger shall be submitted for the approval of the shareholders of the constituent corporations in the manner provided by the applicable laws of the State of Florida at meetings to be held on or before June 30, 1997, or at such other time as to which the boards of directors of the constituent corporations may agree.

SECTION NINE. The effective date of this merger shall be the date when articles of merger are filed by the Florida Department of State.

SECTION TEN. This plan of merger may be abandoned by

action of the board of directors of either the surviving or the absorbed corporation at any time prior to the effective date if the merger is not approved by the stockholders of either the surviving or the absorbed corporation on or before June 30, 1997.

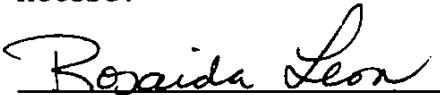
SECTION ELEVEN. This plan of merger may be executed in any number of counterparts and each counterpart shall constitute an original instrument.

Executed on behalf of the parties by their officers, sealed with their corporate seals and attested by their respective secretaries pursuant to the authorization of their respective boards of directors on the date first above written.

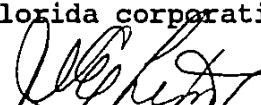
NATIONAL HARDWARE, INC.,  
a Florida corporation

By:   
Eusebio Leon, President

Attest:

  
Rosaida Leon  
Secretary

CUCO'S TOOL RENTAL, INC.,  
a Florida corporation

By:   
Mafia Leon, President

Attest:

  
Alexander  
Secretary

**CONSENT OF STOCKHOLDERS  
OF NATIONAL HARDWARE, INC.**

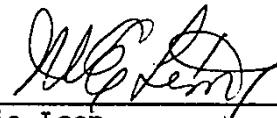
The undersigned, constituting all of the stockholders of National Hardware, Inc., hereby approve the foregoing Plan of Merger.

  
\_\_\_\_\_  
Rosaida Leon

  
\_\_\_\_\_  
Eusebio Leon

**CONSENT OF STOCKHOLDERS  
OF CUCO'S TOOL RENTAL, INC.**

The undersigned, constituting all of the stockholders of Cuco's Tool Rental, Inc., hereby approve the foregoing Plan of Merger.

  
\_\_\_\_\_  
Maria Leon

mm:June 4, 1997