

12/30/2005

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Division of Corporations

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MERGER OR SHARE EXCHANGE

DESA, LLC

Certificate of Status	0
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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street AddressJurisdictionEntity Type1. DESA US, LLCFloridaLLC2701 Industrial DriveBowling Green, KY 42101Florida Document/Registration Number: L02000093186FEI Number: 04-3728148

2. _____

Florida Document/Registration Number: _____

FEI Number: _____

3. _____

Florida Document/Registration Number: _____

FEI Number: _____

4. _____

Florida Document/Registration Number: _____

FEI Number: _____

(Attach additional sheet(s) if necessary)

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>DESA LLC</u>	<u>Florida</u>	<u>LLC</u>
<u>2701 Industrial Drive</u>		
<u>Bowling Green, KY 42101</u>		

Florida Document/Registration Number: L02000030058

FBI Number: 71-0915717

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, partner, or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
DESA US, LLC	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
DESA LLC	Florida

THIRD: The terms and conditions of the merger are as follows:

See Exhibit A attached hereto.

(Attach additional sheet(s) if necessary)

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FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

See Exhibit A attached hereto.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

See Exhibit A attached hereto.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

See Attachment

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ATTACHMENT TO ARTICLE SIXTH PLAN OF MERGER

Tony Tamer
c/o HIG Capital
1001 Brickell Bay Drive, 27th Floor
Miami, FL 33131

Sami Minaymneh
c/o HIG Capital
1001 Brickell Bay Drive, 27th Floor
Miami, FL 33131

Charles Hanemann
c/o HIG Capital
1001 Brickell Bay Drive, 27th Floor
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Richard Stokes
c/o HIG Capital
1001 Brickell Bay Drive, 27th Floor
Miami, FL 33131

Jared Bluestein
c/o Alpha Private Equity Group
1114 Avenue of the Americas
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SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of December 30, 2005 (this "Agreement"), by and between DESA US, LLC, a Florida limited liability company ("Desa US" and DESA LLC, a Florida limited liability company ("Desa LLC"). DESA US and Desa LLC are sometimes collectively referred to herein as the "Constituent Companies".

WITNESSETH:

WHEREAS, 100% of the authorized capital stock of Desa US is issued and outstanding, fully paid and nonassessable and owned by Desa LLC;

WHEREAS, 100% of the authorized capital stock of Desa LLC is issued and outstanding, fully paid and nonassessable and owned by DESA Holdings Corporation, a Delaware corporation ("Holdings");

WHEREAS, Desa LLC desires to merge Desa US with and into itself;

WHEREAS, the respective Boards of Managers of the Constituent Companies deem it advisable that Desa US merge with and into Desa LLC and that Desa LLC continue as the surviving limited liability company, upon the terms set forth herein and in accordance with the laws of the State of Florida (the "Merger"), and that the Desa US Units be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the respective Boards of Managers of the Constituent Companies have, by resolutions duly approved and adopted the provisions of this Agreement, as the articles of merger and plan of merger required by Section 608.4382 of the Limited Liability Company Act of the State of Florida (the "Florida Law"); and Holdings is the sole holder of the issued and outstanding shares of Desa LLC and has approved the Agreement as required by Section 608.4382 of the Florida Law.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Effect of the Merger, Manner and Basis of Converting and Canceling Shares

Section 1.1. At the Effective Time (as hereinafter defined), Desa US shall be merged with and into Desa LLC, the separate limited liability company existence of Desa US (as may be continued by operation of law) shall cease, and Desa LLC shall continue as the surviving limited liability company, all with the effects provided by applicable law. Desa LLC in its capacity as the surviving limited liability company of the Merger, is hereinafter sometimes referred to as the "Surviving Company".

Section 1.2. At the Effective Time, each share of Desa US Units issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without

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any action by Desa US, Desa LLC, Holdings or any other person, be canceled and no cash or securities or other property shall be payable to Holdings in respect thereof.

Section 1.3. At and after the Effective Time, the Surviving Company shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of Desa US; and all rights, privileges, immunities and franchises of Desa US and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to Desa US shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; and title to any real estate, or any interest therein, vested in Desa US shall not revert or be in any way impaired by reason of the Merger; and the Surviving Company shall thenceforth be responsible and liable for all liabilities and obligations of Desa US and any claim existing or action or proceeding pending by or against Desa US may be prosecuted to judgment as if the Merger had not taken place or the Surviving Company may be substituted in its place; all with the effect set forth in Section 608.4383 of the Florida Law. The authority of the officers of Desa US shall continue with respect to the due execution in the name of each respective corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Florida Law or any contract to which Desa US was a party or this Agreement.

Section 1.4. The name of the Surviving Company shall be "DESA LLC".

ARTICLE 2

Effective Time

Section 2.1. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, Desa US shall cause Articles of Merger, along with a Plan of Merger to be executed and delivered for filing with the Secretary of State of the State of Florida, all as provided in and in accordance with Section 608.4382 of the Florida Law (the "Desa US Certificate of Merger").

Section 2.2. Upon fulfillment or waiver of the conditions specified in Article 4 hereof, Desa LLC shall cause the Desa US Certificate of Merger to be executed and delivered for filing to the Secretary of State of the State of Florida, all as provided in and in accordance with Section 608.4382 of the Florida Law.

Section 2.3. The Merger shall become effective on December 30, 2005, the date of filing of the Desa US Certificate of Merger, as provided by applicable law (the "Effective Time").

ARTICLE 3

Certificate of Incorporation and By-laws; Board of Directors

Section 3.1. The Certificate of Formation of Desa LLC as in effect at the Effective Time shall govern the Surviving Company, until it shall be amended as provided by law.

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Section 3.2. The Operating Agreement of Desa LLC as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Managers or the unitholder of the Surviving Company, shall govern the Surviving Company.

Section 3.3. The members of the Board of Managers and the officers of Desa LLC holding office immediately prior to the Effective Time shall be the members of the Board of Managers and the officers (holding the same positions as they held with Desa LLC immediately prior to the Effective Time) of the Surviving Company and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Operating Agreement of the Surviving Company.

ARTICLE 4

Conditions

Section 4.1. The respective obligations of each of Constituent Companies to consummate the Merger under this Agreement is subject to the fulfillment of the following conditions:

(a) At the option of Desa US or Desa LLC, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

ARTICLE 5

Miscellaneous

Section 5.1. This Agreement may be executed in one or more counterparts, of which taken together shall constitute one and the same instrument.

Section 5.2. The internal law, not the law of conflicts, of the State of Florida will govern all questions concerning the construction, validity and interpretation of this Agreement.

Section 5.3. This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

DESA US, LLC
a Florida limited liability company

By: _____

[name] Richard Stokes
[title]

ATTEST: _____

By: _____

[name] Charles Hanemann
[title]

DESA LLC,
a Florida limited liability company

By: _____

[name] Richard Stokes
[title]

ATTEST: _____

By: _____

[name] Charles Hanemann
[title]

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