



L 96179

ACCOUNT NO. : 072100000032

REFERENCE : 543377 7201228

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 70.00

FILED  
2002 APR 25 AM 11:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : April 23, 2002

ORDER TIME : 9:19 AM

ORDER NO. : 543377-035

CUSTOMER NO: 7201228

CUSTOMER: Ms. Bru Torres  
Carrington Coleman - Summit  
Suite 1500  
200 Crescent Court  
Dallas, TX 75202

ARTICLES OF MERGER

300005347269--3

LWC HOLDING CORP

INTO

SUMMIT GLOBAL PARTNERS OF  
FLORIDA, INC.

C. Coulliette APR 25 2002

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea EXT 1114  
EXAMINER'S INITIALS: \_\_\_\_\_

RECEIVED  
02 APR 25 AM 10:30  
DIVISION OF REGISTRATION

ARTICLES OF MERGER  
Merger Sheet

MERGING: \_\_\_\_\_

LWC HOLDING CORP., a Florida corporation, L86252

INTO

**SUMMIT GLOBAL PARTNERS OF FLORIDA, INC.**, a Florida entity, L96179.

File date: April 25, 2002

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 70.00

**ARTICLES OF MERGER OF  
LWC HOLDING CORP., A FLORIDA CORPORATION, AND  
SUMMIT GLOBAL PARTNERS OF FLORIDA, INC.,  
A FLORIDA CORPORATION**

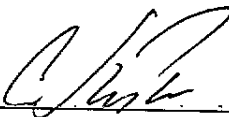
FILED  
2002 APR 25 AM 11:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned corporations, acting pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), hereby adopt the following Articles of Merger for the purpose of merging LWC Holding Corp., a Florida corporation, with and into Summit Global Partners of Florida, Inc., a Florida corporation, which shall be the surviving corporation (the "Merger").

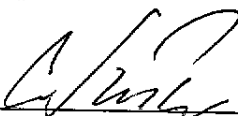
1. The Agreement and Plan of Merger governing the Merger is attached hereto and is incorporated fully herein.
2. The Merger will become effective on Thursday, April 25, 2002.
3. Pursuant to Section 607.1104 of the FBCA, the shareholders of neither LWC Holding Corp. nor Summit Global Partners of Florida, Inc. were required to approve the Merger.
4. Pursuant to Section 607.1104 of the FBCA, the Agreement and Plan of Merger governing the Merger was approved and adopted by unanimous written consent of the board of directors of Summit Global Partners Holdings, Inc., a Delaware corporation and owner of all of the outstanding shares of each of LWC Holding Corp. and Summit Global Partners of Florida, Inc., on March 31, 2002.

Dated: March 31, 2002

**LWC HOLDING CORP.,**  
a Florida corporation

By:   
C. Jeff Pan, *Executive Vice President,*  
*Chief Financial Officer, Secretary and Treasurer*

**SUMMIT GLOBAL PARTNERS  
OF FLORIDA, INC.,**  
a Florida corporation

By:   
C. Jeff Pan, *Executive Vice President,*  
*Chief Financial Officer, Secretary and Treasurer*

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**ATTACHMENT TO ARTICLES OF MERGER**

**Agreement and Plan of Merger**

(begins on following page)

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is entered into as of the 31st day of March, 2002, by and among Summit Global Partners Holdings, Inc., a Delaware corporation ("Holdings"), LWC Holding Corp., a Florida corporation ("LWC"), and Summit Global Partners of Florida, Inc., a Florida corporation ("SGP-FL").

### WITNESSETH:

**WHEREAS**, Holdings, as the sole shareholder of both SGP-FL and LWC, desires to effect a merger of LWC with and into SGP-FL (the "Merger") pursuant to the provisions of the Florida Business Corporation Act (the "FBCA");

**WHEREAS**, Holdings, SGP-FL and LWC intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Board of Directors of Holdings has determined that the Merger is desirable and in the best interests of each corporation and that the Merger be consummated in accordance with the terms and subject to the conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1

#### The Merger; Effective Time

1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of the FBCA, at the Effective Time (as defined in Section 1.6 below), LWC shall be merged with and into SGP-FL. SGP-FL shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Florida. At the Effective Time, the separate corporate existence of LWC shall cease.

1.2 Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for in this Agreement and in Section 607.1106 of the FBCA.

1.3 Articles of Incorporation. The Articles of Incorporation of SGP-FL in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving corporation.

1.4 Bylaws. The bylaws of SGP-FL, as in effect immediately prior to the Effective Time, shall be the bylaws of the surviving corporation, until amended as therein provided.

1.5 Officers and Directors. The officers and directors of SGP-FL shall be the officers and directors of the surviving corporation immediately after the Effective Time, each to hold office in accordance with the Articles of Incorporation and bylaws of SGP-FL until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and bylaws of SGP-FL and the applicable provisions of the FBCA.

1.6 Effective Time. The Merger shall be consummated by the filing of articles of merger, in such form as required by, and executed in accordance with, the relevant provisions of the FBCA, with the Secretary of State of the State of Florida. The Merger shall be effective as of 12:01 a.m. Tallahassee, Florida time on Thursday, April 25, 2002 (the "Effective Time").

1.7 Subsequent Action. If, at any time after the Effective Time, SGP-FL shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in SGP-FL its right, title or interest in, to or under any of the rights, properties or assets of LWC acquired by SGP-FL as a result of, or in connection with the Merger or otherwise to carry out this Agreement, the officers and directors of SGP-FL shall be authorized to execute and deliver, in the name and on behalf of LWC and SGP-FL, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of LWC and SGP-FL, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in SGP-FL or otherwise to carry out this Agreement.

## ARTICLE 2

### Effect of the Merger on Capital Stock; Exchange of Certificates

2.1 Status and Conversion of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each share of common stock of LWC (each, an "LWC Share" and collectively, the "LWC Shares") which is held by LWC as treasury shares shall be canceled and retired.

(b) Each LWC Share issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

2.2 Closing of LWC Transfer Books. At the Effective Time, the stock transfer books of LWC shall be closed and no transfer of LWC Shares shall thereafter be made.

2.3 Required Statement Regarding Dissenting Shareholders. Shareholders of LWC who, except for the applicability of Section 607.1104 of the FBCA, would have been entitled to vote and who would have dissented from the Merger pursuant to Section 607.1320 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholders, to be paid the fair value of their LWC Shares.

**ARTICLE 3**  
**Miscellaneous**

3.1 Collateral Agreements, Amendments and Waivers. This Agreement supersedes all prior documents, understandings and agreements, oral or written, relating to this transaction and constitutes the entire understanding among the parties with respect to the subject matter hereof. Any modification or amendment to, or waiver of, any provision of this Agreement (or any document delivered pursuant to this Agreement unless otherwise expressly provided therein) may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

3.2 Successors and Assigns. The provisions of this Agreement (and, unless otherwise expressly provided therein, of any document delivered pursuant to this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

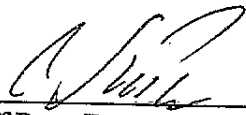
3.4 Waiver. No failure or delay on the part of any party in exercising any right, power or privilege hereunder or under any of the documents delivered in connection with this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

3.5 No Third-Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third-party beneficiary hereunder or entitled to any rights hereunder.

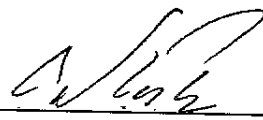
3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts (all of which shall constitute one and the same agreement) as of the day and year first above written.

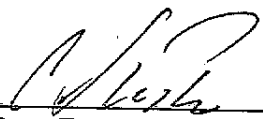
**SUMMIT GLOBAL PARTNERS  
HOLDINGS INC.,**  
a Delaware corporation

By:   
C. Jeff Pan, *Executive Vice President,*  
*Chief Financial Officer, Secretary and Treasurer*

**LWC, INC.,**  
a Florida corporation

By:   
C. Jeff Pan, *Executive Vice President,*  
*Chief Financial Officer, Secretary and Treasurer*

**SUMMIT GLOBAL PARTNERS  
OF FLORIDA, INC.,**  
a Florida corporation

By:   
C. Jeff Pan, *Executive Vice President,*  
*Chief Financial Officer, Secretary and Treasurer*