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Division of Corporations

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**MERGER OR SHARE EXCHANGE**

Roofing Supply Group Orlando, LLC

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**ARTICLES OF MERGER  
BETWEEN  
ROOFING SUPPLY GROUP ORLANDO, INC. P04-145598  
AND  
ROOFING SUPPLY GROUP ORLANDO, LLC m06-4356**

Pursuant to Sections 607.1107, 607.1108, and 607.1109 of the Florida Business Corporation Act, Roofing Supply Group Orlando, Inc., a Florida corporation, document #P04000145598 (the "Merging Corporation") and Roofing Supply Group Orlando, LLC, a Delaware limited liability company (the "Surviving Entity"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into the Surviving Entity (the "Merger"), which will be the surviving corporation.

**ARTICLE I.** A copy of the Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit A. [The exhibits referenced in the Agreement and Plan of Merger are not part of the plan of merger required under the Act and have not been included.]

**ARTICLE II.** The Merger shall become effective ("Effective Date") upon filing.

**ARTICLE III.** The Plan was approved by the Merging Corporation in accordance with Sections 607.1101 and 607.1103 of the Florida Business Corporation Act as follows: a) by the Board of Directors on July 26, 2006; and b) by the Shareholders on July 26, 2006.

**ARTICLE IV.** The Plan was approved by Surviving Entity in accordance with the applicable laws of Delaware as follows: a) by the Board of Managers on August 7, 2006; and b) by the Sole Member on August 7, 2006.

**ARTICLE V.** The address, including street and number, of the principal office under the laws of the state of Delaware of the Surviving Entity is 2300 Principal Row, Suite 101, Orlando, Florida 32837.

**ARTICLE VI.** The Surviving Entity is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights, if any, of dissenting shareholders of the Merging Corporation.

**ARTICLE VII.** The Surviving Entity has agreed to promptly pay to the dissenting shareholders, of the Merging Corporation, if any, the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 7th day of August 2006.

ROOFING SUPPLY GROUP ORLANDO, INC., a  
Florida corporation

By:   
Name: Ronald J. Pugh  
Title: President

ROOFING SUPPLY GROUP ORLANDO, LLC,  
Delaware limited liability company

By:   
Name: Ronald J. Pugh  
Title: President

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TALLAHASSEE, FLORIDA

Exhibit A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 7, 2006 (the "Plan"), is by and between Roofing Supply Group Orlando, Inc., a Florida corporation (the "Corporation"), and Roofing Supply Group Orlando, LLC, a Delaware limited liability company (the "LLC"). The Corporation and LLC are hereinafter referred to individually, each as a "Merging Entity", and collectively, as the "Merging Entities".

1. Declarations. The Corporation is a corporation duly organized and existing under the laws of the State of Florida, having authorized 100,000 shares of common stock, \$1.00 par value (the "Common Stock"), 25,000 of which are issued and outstanding and are owned by the shareholders of the Corporation as set forth on Exhibit A attached hereto. The LLC is a Delaware limited liability company duly organized and existing under the laws of the State of Delaware, one hundred percent (100%) of the limited liability company interest of which is owned by the Corporation.

2. The Merger. At the Effective Time (as hereinafter defined), the Corporation shall be merged with and into the LLC (the "Merger"), which shall survive the Merger (the "Surviving Entity") and be governed by the laws of the State of Delaware.

3. Certificate of Formation, Limited Liability Company Agreement. On and subsequent to the Effective Time, the Certificate of Formation of the Surviving Entity shall be the Certificate of Formation of the LLC immediately prior to the Effective Time. On and subsequent to the Effective Time, the Limited Liability Company Agreement set forth on Exhibit B attached hereto (the "LLC Agreement") shall be the Limited Liability Company Agreement of the Surviving Entity.

4. Effect of the Merger. At the Effective Time, the existence of the Corporation and the LLC shall be merged and continued in the Surviving Entity, and the Surviving Entity shall be deemed a continuation in entity and identity of each Merging Entity. The Surviving Entity shall be subject to all the liabilities, obligations and duties of each Merging Entity, and shall without the necessity of any conveyances, assignment or transfer become the owner of all of the assets of every kind and character formerly belonging to the Merging Entities.

5. Liabilities. At the Effective Time, the Surviving Entity shall be liable for all liabilities of the Corporation and the LLC, and all debts, liabilities, obligations and contracts of the Corporation and the LLC, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise, whether or not reflected or reserved against on balance sheets, books of account or records of the Corporation or the LLC, as the case may be, shall become those of the Surviving Entity and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either the LLC or the Corporation shall be preserved unimpaired subsequent to the Merger.

6. Conversion and Cancellation of Shares. At the Effective Time:

(a) Each holder of shares of Common Stock (other than Excluded Shares (as defined below)) issued and outstanding immediately prior to the Effective Time shall receive a number of Common Shares (as defined in the LLC Agreement) of the Surviving Entity equal to the total number of shares of issued and outstanding Common Stock (other than Excluded

Shares) held of record by such holder immediately prior to the Effective Time; *provided, however*, that Dissenting Shares (as defined below) shall not be so converted or represent the right to receive the foregoing consideration, but the holders of such Dissenting Shares shall only be entitled to such rights as are provided by applicable law.

(b) For the purposes hereof, "Excluded Shares" means shares of Common Stock that are either (i) owned by the Corporation or by any direct or indirect subsidiary of the Corporation or (ii) held by shareholders of the Corporation who are entitled to and have properly demanded appraisal for such shares of Common Stock pursuant to, and in compliance with, the provisions of applicable law (the "Dissenting Shares").

(c) The limited liability company interests in the LLC owned by the Corporation shall, at the Effective Time and by virtue of the Merger, be canceled without consideration therefor.

(d) All shares of Common Stock shall no longer remain outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented any shares of Common Stock shall cease to have any rights with respect thereto, except the right to receive Common Shares to be paid in consideration therefor upon surrender of such certificate in accordance with Section 6(a).

7. Insurance. At the Effective Time, the Surviving Entity will continue all insurance policies maintained by the LLC and which are in effect, if any, immediately prior to the Effective Time of the Merger.

8. Managers. The members of the Board of Directors of the Corporation at the Effective Time shall constitute the initial Board of Managers of the Surviving Entity in accordance and subject to the terms and conditions of the LLC Agreement. The managers of the LLC are the individuals listed below, until their successors are duly elected and qualified or their earlier resignation.

<u>Managers</u>	<u>Business Address</u>
Ronald J. Pugh	2600 W. Mt. Houston Road Houston, Texas 77038
H. Rodney Burns	2251 Stemmons Trail Dallas, TX 75220
Alvin A. Perella, Jr.	2251 Stemmons Trail Dallas, TX 75220
Darren M. Breaux	2300 Principal Row, Suite 101 Orlando, Florida 32837
Timothy J. Perryman	2300 Principal Row, Suite 101 Orlando, Florida 32837

James D. Kennedy, Jr.

2300 Principal Row, Suite 101  
Orlando, Florida 32837

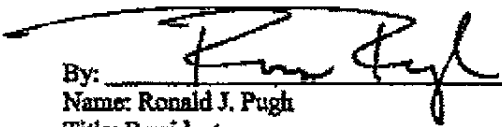
9.  Ratification by Shareholders. This Plan shall be submitted to the shareholders of the Corporation for ratification and confirmation in accordance with applicable provisions of law and the Articles of Incorporation and Bylaws of the Corporation. The Corporation and the LLC shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise, necessary for consummation of the Merger on the terms herein provided, including, without limitation, the preparation and submission of all necessary filings and certificates with the applicable regulatory authorities, for approval as required by law.

10.  Effective Time. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Plan, the Merger shall become effective, and the Effective Time of the Merger shall occur, at the later date and time of effectiveness the Articles of Merger approving the Merger issued by the Secretary of State of the State of Florida or the Certificate of Merger approving the Merger issued by the Secretary of State of the State of Delaware (the "Effective Time").

11.  Tax Matters. For U.S. federal tax purposes (and state and local tax purposes where applicable), the shareholders, the Corporation and the LLC intend (i) for this Plan to be a "plan of reorganization"; (ii) for the Merger to constitute a tax-free "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and (iii) for the LLC to be treated as an "S" corporation from and after the Effective Time, and to effect such intended treatment, the shareholders of the Corporation adopted a Plan of Reorganization pursuant to which (i) the shareholders authorized the proper officers of the LLC to execute and file with the Internal Revenue Service a Form 8832, *Entity Classification Election*, electing to have the LLC classified as an association taxable as a corporation effective as of the date of its formation and (ii) each shareholder executed, and caused his or her spouse, if applicable, to execute a Shareholder Consent Statement to S Corporation Election, which consent statement will be attached to a Form 2553, *Election By a Small Business Corporation*, electing to classify the LLC as an S corporation as of the Effective Time, and authorized the proper officers of the LLC to file such Form 2553 and consent statements with the Internal Revenue Service.

IN WITNESS WHEREOF, the Corporation and the LLC have caused this Plan to be executed by their duly authorized representatives as of the date first above written.

ROOFING SUPPLY GROUP ORLANDO, INC.

By:   
Name: Ronald J. Pugh  
Title: President

ROOFING SUPPLY GROUP ORLANDO, LLC

By:   
Name: Ronald J. Pugh  
Title: President

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[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]