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2023 MAY 17 AM 9:27
CLERK OF SUPERIOR COURT
101 ALABAMA PLAZA
MONTGOMERY, AL 36102

A. RAMSEY
MAY 18 2023

2023 MAY 17 PM 12:01
CLERK OF SUPERIOR COURT
101 ALABAMA PLAZA
MONTGOMERY, AL 36102

*02250, 00524, 00671


CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 755086 6864A

AUTHORIZATION :

COST LIMIT : \$ 60.00



ORDER DATE : May 16, 2023

ORDER TIME : 9:09 AM

ORDER NO. : 755086-010

CUSTOMER NO: 6864A

ARTICLES OF MERGER

MCGILL ENGINEERING, INC.

INTO

W&W-AFCO STEEL LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Elylena Baker

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: W&W-AFCO Steel LLC

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Linda M. Lee

Contact Person

Cozen O'Connor

Firm/Company

1001 Conshohocken State Road Ste 2-400

Address

West Conshohocken, PA 19428

City/State and Zip Code

krolston@wwafcosteel.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Linda M. Lee

At (610) 941-2378

Name of Contact Person

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

FILED

2023 MAY 17 AM 9: 27

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
W&W-AFCO Steel LLC	DE	LLC	5724716

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
McGill Engineering, Inc.	FL	corporation	H28746

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☐ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

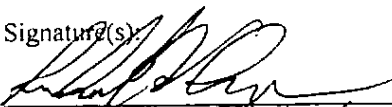
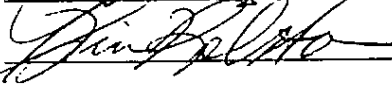
SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
W&W-AFCO Steel LLC		Richard W. Cooper
McGill Engineering, Inc.		Kimberly D. Rolston

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of May 16, 2023, is between W&W-AFCO Steel LLC, a Delaware limited liability company (the "W&W-AFCO") and McGill Engineering, Inc., a Florida corporation (the "Corporation").

Background

WHEREAS, the Corporation is a wholly-owned subsidiary of W&W-AFCO;

WHEREAS, the sole member and board of W&W-AFCO and the sole stockholder and board of the Corporation have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, each respective entity and its respective sole member and sole stockholder; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Corporation, in accordance with the Delaware Limited Liability Company Act (the "DLLCA") and the Florida Business Corporation Act (the "FBCA"), will merge with and into the W&W-AFCO, with W&W-AFCO as the surviving entity (the "Merger"). in the manner and under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of the DLLCA and the FBCA, the Corporation shall be merged with and into W&W-AFCO at the Effective Time (as defined below). Following the Effective Time, the separate corporate existence of the Corporation shall cease, and W&W-AFCO shall continue as the surviving entity (the "Surviving Company"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DLLCA and the FBCA.

(b) Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of W&W-AFCO or the Corporation or the stockholder of the Corporation: (i) each share of capital stock of the Corporation, issued and outstanding immediately prior to the Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist, and (ii) all of the membership interests of W&W-AFCO existing immediately prior to the Effective Time shall remain outstanding membership interests in the Surviving Company following the consummation of the Merger.

2. State Filings. The proper officers of the Corporation and W&W-AFCO shall make and execute whatever certificates, articles and documents as are required by the DLLCA and the FBCA to effectuate the Merger, and to cause the same to be filed, in the manner provided by law,

and to do all things whatsoever, which may be necessary and proper to effectuate the Merger in accordance with this Agreement and the applicable provisions of the DLLCA and the FBCA. The effective time of the Merger shall be upon the filing of the certificate of merger related to the Merger with the Secretary of State of the State of Delaware (the "Effective Time").

3. Effect of Merger. Upon the Effective Time:

(a) The separate existence of the Corporation shall cease and W&W-AFCO shall continue to exist as the Surviving Company.

(b) W&W-AFCO shall succeed to and possess all the properties, assets, rights, privileges, amenities, powers, purposes and franchises, and shall be subject to all the obligations, debts and liabilities of the Corporation, all without further act or deed.

(c) The properties, assets, liabilities, debts and accounts of the Corporation shall be taken upon the books of W&W-AFCO in the amounts which they are carried on the books of the Corporation.

4. Organizational Documents.

(a) The certificate of formation of W&W-AFCO in effect as of the Effective Time shall be the certificate of formation of the Surviving Company following consummation of the Merger, until amended in accordance with the provisions provided therein or applicable law.

(b) The operating agreement of W&W-AFCO in effect as of the Effective Time shall be the operating agreement of the Surviving Company following consummation of the Merger, until amended in accordance with the provisions provided therein or applicable law.

5. Officers and Board. The officers and members of the board of W&W-AFCO as of immediately prior to the Effective Time shall, from and after the Effective Time, be the officers and members of the Board of the Surviving Company, until their respective successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Further Assurances. If at any time after the date hereof, including after the Effective Time, W&W-AFCO, as the Surviving Company, shall determine that any further actions or instruments of conveyance are necessary or desirable in order to carry into effect the intents and purposes of this Agreement, then the persons who are officers of the Corporation immediately prior to the Merger shall, as such officers, take all such actions and execute and deliver all such instruments as W&W-AFCO may so determine to be necessary or desirable.

8. Governing Law. This Agreement shall be governed and construed as to its validity, interpretation and effect by the laws of the State of Delaware, notwithstanding the choice of law rules of such jurisdiction or any other jurisdiction.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Any counterpart signature page delivered by pdf, fax or other electronic transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

W&W-AFCO STEEL LLC

By: 

Name: Richard W. Cooper

Title: Chief Executive Officer

MCGILL ENGINEERING, INC.

By: 

Name: Kimberly D. Rolston

Title: Vice President