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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

GULF COMPONENTS HOLDINGS, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

GULF COMPONENTS, INC.

(a Florida corporation)

with and into

GULF COMPONENTS HOLDINGS, INC.

(a Florida corporation)

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, GULF COMPONENTS, INC., a Florida corporation (the "Subsidiary"), and GULF COMPONENTS HOLDINGS, INC., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Subsidiary with and into the Surviving Corporation (the "Merger"). More than 80% of the outstanding shares of capital stock of the Subsidiary are held by the Surviving Corporation.

1. Pursuant to Section 607.1104 of the Florida Business Corporation Act, the Subsidiary shall be merged with and into the Surviving Company in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

2. The Plan of Merger was adopted as of May 19, 2004 by the Boards of Directors of the Surviving Corporation and the Subsidiary. Pursuant to Section 607.1104 of the Florida Business Corporation Act, approval of neither the shareholders of the Surviving Corporation nor the shareholders of the Subsidiary was required.

3. The Merger shall be effective on the date of filing of these Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, each of the Surviving Corporation and the Subsidiary have caused these Articles of Merger to be signed in their names and on their behalf by their respective authorized officers as of the 19th day of May, 2004.

GULF COMPONENTS, INC.

By: 

Augustus E. Raney, President

GULF COMPONENTS HOLDINGS, INC.

By: 

Augustus E. Raney, President

NO. 000188389 3

AGREEMENT AND PLAN OF MERGER

of

GULF COMPONENTS, INC.

(a Florida corporation)

with and into

GULF COMPONENTS HOLDINGS, INC.

(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into as of the 19th day of May, 2004, by and between GULF COMPONENTS, INC., a Florida corporation (the "Subsidiary") and GULF COMPONENTS HOLDINGS, INC., a Florida corporation (the "Surviving Corporation"). The Subsidiary and the Surviving Corporation are hereinafter sometimes referred to, collectively, as the "Constituent Corporations."

WHEREAS, more than 80% of the outstanding shares of the capital stock of the Subsidiary are held by the Surviving Corporation; and

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida with an authorized capital stock of 1,000 shares of common stock, with a par value of \$1.00 per share (the "Surviving Common Stock"), of which 100 shares are issued and outstanding as of the date of this Plan;

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Florida with an authorized capital stock of 7,000 shares of common stock, with a par value of \$1.00 per share (the "Subsidiary Common Stock"), 2,133 shares of which are issued and outstanding as of the date of this Plan;

WHEREAS, the parties desire that the Subsidiary merge with and into the Surviving Corporation in a manner that conforms to Section 607.1104 of the Florida Business Corporation Act ("FBCA").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree that, in accordance with the applicable statutes of the State of Florida, the Subsidiary shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving entity, and that the terms and conditions of such merger (the "Merger"), the mode of carrying it into effect and the manner and basis of converting the shares effected by the Merger shall be as follows:

1. Merger. Upon the terms and conditions hereinafter set forth and in accordance with the FBCA, on the day of the Effective Date, the Subsidiary shall be merged with and into the Surviving Corporation and thereupon the separate existence of the Subsidiary shall cease, and the Surviving Corporation shall continue to exist under and be governed by the FBCA. It is intended by the parties that the Merger shall qualify as a tax-free liquidation of a controlled subsidiary under Section 332 of the Internal Revenue Code of 1986, as amended.

2. Filing. The Surviving Corporation will cause Articles of Merger, in compliance with the provisions of applicable law, to be executed and filed with the Florida Department of State (the "Articles of Merger")

3. Effective Date. The Merger shall become effective when the Articles of Merger in connection therewith are filed with the Florida Department of State (the "Effective Date").

4. Rights of the Surviving Corporation. As of the Effective Date: (a) the Subsidiary and the Surviving Corporation shall become a single corporation and the separate corporate existence of the Subsidiary shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Subsidiary, which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Subsidiary of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including, without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Subsidiary, shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Subsidiary shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Companies and all debts, liabilities and obligations of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it, provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Corporations, and (d) without limitation of the foregoing provisions of this Section 4, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations, their shareholders, directors, committees elected or appointed by the shareholders or directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Corporations.

5. Articles of Incorporation, Bylaws and Shareholders of the Surviving Corporation. As of the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Surviving Corporation shall continue as the Bylaws of the Surviving Corporation until amended in the manner provided by law; and (c) the shareholders of the Surviving Corporation shall remain as the only the shareholders of the Surviving Corporation.

6. Manner and Basis of Conversion of Interests.

(a) On the Effective Date, by virtue of the Merger and without any action on the part of the holders of the Subsidiary Common Stock or the Surviving Corporation Common Stock; (a) the shares of Surviving Corporation Common Stock shall remain unaffected by the

Merger and (b) the holders of shares of Subsidiary Common Stock shall be entitled to receive for such shares \$32.82 per share, but all other rights with respect to such shares shall cease to exist.

(b) Each holder of record as of the Effective Date of a certificate or certificates ("Certificates"), which immediately prior to the Effective Date represent outstanding shares of the Subsidiary Common Stock, shall have the right to surrender such Certificates to the Surviving Company and to receive therefor an amount in cash calculated pursuant to *Section 6(a)*.

(c) No later than 10 days after the Effective Date, the Surviving Corporation shall mail to each current holder of record of Certificates converted into the right to receive the amount in cash pursuant to *Section 6(a)*: (i) a notice which shall be in such form, have such provisions and be accompanied by such documents as are required by Section 607.1322 of the FBCA; and (ii) a letter of transmittal with instructions for effecting the surrender of Certificates in exchange for a cash payment of the proper amount pursuant to *Section 6(a)*. Upon surrender of a Certificate for cancellation to the Surviving Company or to such other agent or agents as may be appointed by the Surviving Company, together with the letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor by check an amount which such holder has the right to receive pursuant to *Section 6(a)*, and the Surviving Company shall pay such amount to the holder of such Certificate within 90 days after receipt by the Surviving Corporation of the Certificate and the letter of transmittal, and the Certificate so surrendered shall forthwith be canceled. No interest shall be paid or accrued on any payments pursuant hereto upon the surrender of any Certificates.

(d) In the event of a transfer of ownership of shares of the Subsidiary Common Stock which is not registered in the transfer records of Subsidiary, payment of the proper amounts may be paid to a transferee if the Certificate representing such shares is presented to the Surviving Company, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer or other taxes required as a result of such payment to a person other than the registered holder of such shares have been paid. Until so surrendered, outstanding Certificates will be deemed from and after the Effective Date, for all purposes, to evidence only the right to receive an amount in cash into which the shares of the Subsidiary Common Stock represented by such Certificates immediately prior to the Effective Date shall have been changed pursuant to *Section 6(a)*.

(e) In the event that any Certificates shall have been lost, stolen or destroyed, the Surviving Company shall pay the amount in cash set forth in *Section 6(a)* for such lost, stolen or destroyed Certificates only upon the making of an affidavit of that fact by the holder thereof and receipt by the Surviving Corporation of an indemnity in form and substance satisfactory to the Surviving Corporation.

(f) The amounts paid upon the surrender of Certificates in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of the Subsidiary Common Stock formerly represented thereby. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Subsidiary Common Stock which were outstanding immediately prior to the Effective

Date. If, after the Effective Date, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 6.

7. Rights of Dissenting Shareholders of the Subsidiary. The shareholders of the Subsidiary who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent 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 shares.

8. Entire Agreement. This Plan contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

9. Waivers and Amendments. This Plan may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by all parties to this Plan, or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Plan shall be governed and construed in accordance with the internal laws of the State of Florida, without regard to the conflict of laws provisions thereof.

11. Headings. The headings in this Plan are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan.

12. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Plan shall in no way affect the validity or enforcement of any other provision or any part thereof.

13. Counterparts. This Plan may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one and the same document.

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

GULF COMPONENTS, INC.

By: 
Augustus E. Raney, President

GULF COMPONENTS HOLDINGS, INC.

By: 
Augustus E. Raney, President