

SEP-02 2008 TUE 15:48

SHUMAKER LOOP & KENDRICK

(FAX) 813 229 7005

P.001/007

Division of Corporations

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**P06000033003**

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From:

Account Name : SHUMAKER, LOOP & KENDRICK LLP

Account Number : 075500004387

Phone : (813) 229-7600

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OF AUGUST 29, 2008. THANK YOU.

**EFFECTIVE DATE**

**8-31-08**

**MERGER OR SHARE EXCHANGE**

**GATOR DOOR HOLDINGS, INC.**

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P.002/007  
Florida Dept of State



August 29, 2008

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

GATOR DOOR HOLDINGS, INC.  
6820 W. LINEBAUGH AVENUE  
SUITE D  
TAMPA, FL 33625

SUBJECT: GATOR DOOR HOLDINGS, INC.  
REF: P06000033003

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Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H080002047D6  
Letter Number: 108A00048116

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STATE OF FLORIDA  
ARTICLES OF MERGER  
OF

GATOR DOOR AND SUPPLY COMPANY, INC.  
a Florida corporation

INTO

GATOR DOOR HOLDINGS, INC.  
a Florida corporation

FILED  
2008 AUG 29 PM 3:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
8-31-08

Pursuant to Florida Statutes Section 607.1105, the undersigned corporations adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Gator Door Holdings, Inc., a Florida corporation ("Parent") on August 27, 2008. The approvals of the Board of Directors and shareholder of Gator Door and Supply Company, Inc. ("Subsidiary") and Parent's shareholders are not required.

SECOND: The Effective Date and Time of these Articles of Merger shall be 11:59 p.m. on August 31, 2008.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 27<sup>th</sup> day of August 2008.

PARENT CORPORATION:

GATOR DOOR HOLDINGS, INC.

By: [Signature]  
Cyril E. Pogue, III, President

SUBSIDIARY CORPORATION:

GATOR DOOR AND SUPPLY COMPANY, INC.

By: [Signature]  
Cyril E. Pogue, III, President

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**EXHIBIT A****PLAN OF MERGER**

THIS PLAN OF MERGER, made and entered into as of this 27<sup>th</sup> day of August 2008, by and between Gator Door Holdings, Inc., a Florida corporation ("Parent"), and Gator Door and Supply Company, Inc., a Florida corporation ("Subsidiary").

**WITNESSETH:**

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

WHEREAS, Parent owns 100% of the outstanding capital stock of Subsidiary.

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

**ARTICLE I****THE MERGER**

1. The term "Effective Date" shall mean 11:59 p.m. on August 31, 2008.
2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choices in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall

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**ARTICLE II****EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Florida Statutes.

**ARTICLE III****TERMS OF THE TRANSACTION;  
CONVERSION OF SHARES**

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

**ARTICLE IV****APPROVAL**

This Plan of Merger was adopted by the Board of Directors of Parent. The approvals of the Board of Directors and shareholder of Subsidiary and Parent's shareholder are not required.

**ARTICLE V****ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

**ARTICLE VI****BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS**

The Board of Directors, officers and shareholders of Parent in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Directors, officers and shareholders of Parent until the directors' and officers' successors are elected and qualified or the shareholders transfer their ownership in Parent.

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**ARTICLE VII****ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

**ARTICLE VIII****AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

**ARTICLE IX****TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

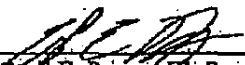
[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement under their corporate seals the day and year first above written.


PARENT CORPORATION:

GATOR DOOR HOLDINGS, INC.

By:   
Cyril E. Pogue, III, President

SUBSIDIARY CORPORATION:

GATOR DOOR AND SUPPLY COMPANY, INC.

By:   
Cyril E. Pogue, III, President

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