

P14841

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

(Business Entity Name)

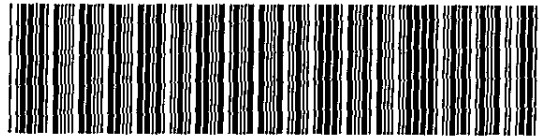
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Janet Quirk, Legal Asst.  
Verified on 2/21/03 that  
the acquiring corporation in  
the share exchange is  
RACETRAC PETROLEUM,  
INC. (P14841) DC

Office Use Only



500010962755

01/30/03--01006--002 \*\*35.00

\* 02/21/03--01009--022 \*\*35.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2003 FEB 20 PM 3:11

SHARE  
EXCHANGE

DC 2/21/03



FLORIDA DEPARTMENT OF STATE  
Ken Detzner  
Secretary of State

February 6, 2003

WHOLESALE SOUTH DISTRIBUTING, INC.  
ATTN. JANET QUIRK  
300 TECHNOLOGY CT.  
SMYRNA, GA 30082

SUBJECT: WHOLESALE SOUTH DISTRIBUTING, INC.  
Ref. Number: P00000007749

We have received your document for WHOLESALE SOUTH DISTRIBUTING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

THE FEE TO FILE ARTILCES OF MERGER/SHARE EXCHANGE IS \$35 PER PARTY TO THE MERGER/SHARE EXCHANGE. THERE IS A FEE OF \$35.00 DUE.

THE ARTICLES OF SHARE EXCHANGE MUST CONTAIN THE PROVISIONS OF THE PLAN OF SHARE EXCHANGE OR THE PLAN OF SHARE EXCHANGE MUST BE ATTACHED.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell  
Document Specialist

Letter Number: 603A00007822

*Need Sur \$35  
Receipt for Corp \$35  
not only WSD \$35*

# Wholesale South Distributing, Inc.

300 Technology Ct.

Smyrna, Georgia 30082

(770)431-7600

February 12, 2003

VIA CERTIFIED MAIL:  
#7099 3400 0002 6873 0671

Secretary of State  
Department of State  
Division of Corporations  
Attention: Corporate Filings/ Darlene Connell  
P.O. Box 6327  
Tallahassee, FL 32314  
850-245-6050 (6906)

RE:           Articles and Certificate of Share Exchange  
              WHOLESALE SOUTH DISTRIBUTING, INC.  
              RESUBMITTING

Dear Sir or Madam:

Enclosed herewith for recording please find the following:

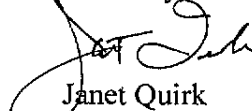
1. One (1) original Articles and Certificate of Share Exchange to Articles of Incorporation and Exhibit (Plan of Share Exchange);
2. Duplicate copy of the Articles and Certificate of Share Exchange to the Articles of Incorporation and Exhibit (Plan of Share Exchange); and
3. Check made payable to the Secretary of State, Florida in the amount of \$35.00/Racetrac Petroleum, Inc..  
The original check (#00002284/Wholesale South Distributing, Inc.) has been maintained by the State of Florida pending the corrections as requested stated in the letter dated February 6, 2003 as attached.

Please send confirmation of the Articles and Certificate of Share Exchange filings to my attention: Wholesale South Distributing, Inc.

Attn: Janet Quirk  
300 Technology Ct.  
Smyrna, GA 30082

If you have any questions, do not hesitate to contact me at 770-431-7600, ext. 1238.

Sincerely,

  
Janet Quirk  
Legal Assistant

Enclosures

# Wholesale South Distributing, Inc.

300 Technology Ct.

Smyrna, Georgia 30082

(770)431-7600

January 27, 2002

VIA CERTIFIED MAIL:  
#7000 1530 0002 8689 5231

Secretary of State  
Department of State  
Division of Corporations  
Attention: Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314  
850-245-6050

RE: Articles and Certificate of Share Exchange  
WHOLESALE SOUTH DISTRIBUTING, INC.  
Document # P00000007749

Dear Sir or Madam:

Enclosed herewith for recording please find the following:

1. One (1) original Articles and Certificate of Share Exchange to Articles of Incorporation;
2. Duplicate copy of the Articles and Certificate of Share Exchange to the Articles of Incorporation;
3. Check made payable to the Secretary of State, Florida in the amount of \$35.00.

Please send confirmation of the Articles and Certificate of Share Exchange to my attention: Wholesale South Distributing, Inc.

Attn: Janet Quirk  
300 Technology Ct.  
Smyrna, GA 30082

If you have any questions, do not hesitate to contact me at 770-431-7600, ext. 1238.

Sincerely,

  
Janet Quirk  
Legal Assistant

Enclosures

ARTICLES OF SHARE EXCHANGE

THESE ARTICLES OF SHARE EXCHANGE (the "Articles") are made and entered into this 31st day of December, 2002 by and between Racetrac Petroleum, Inc., a Georgia corporation ("Racetrac") and Wholesale South Distributing, Inc., a Florida corporation ("Wholesale South"), which hereby agree as follows:

1.

Racetrac and Wholesale South entered into that certain Plan of Share Exchange (the "Plan"), dated December 31, 2002, which Plan is attached hereto as Exhibit "A" and incorporated herein by reference.

2.

The executed Plan is on file at the offices of Wholesale South which are located at 2324 Waverly Barn Road, Davenport, Florida 33897.

3. —

A copy of the Plan will be furnished by Racetrac and/or Wholesale South, upon request and at no cost, to any shareholder of Racetrac and/or Wholesale South.

4. -

The effective date of the share exchange is December 31, 2002.

5. -

The Plan was approved by the unanimous written consent of the shareholders of Racetrac and Wholesale South on December 31, 2002.

THIS 31<sup>ST</sup> DAY OF DECEMBER, 2002.

Racetrac Petroleum, Inc., a  
Georgia corporation

By: *R. J. Dumbacher*  
Robert J. Dumbacher  
Assistant Secretary

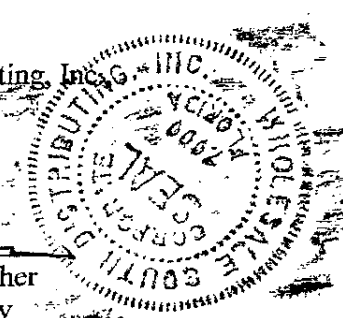


Wholesale South Distributing, Inc., a  
Florida corporation

By: *R. J. Dumbacher*  
Robert J. Dumbacher  
Assistant Secretary

[Corporate Seal]

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2003 FEB 20 PM 3:11



## PLAN OF SHARE EXCHANGE

THIS PLAN OF SHARE EXCHANGE (this "Agreement") is made and entered into as of this 31<sup>st</sup> day of December, 2002, by and between Racetrac Petroleum, Inc., a Georgia corporation ("Racetrac"), and Wholesale South Distributing, Inc., a Florida corporation ("WSD").

### Background

Racetrac is organized as a for-profit corporation under the laws of the State of Georgia with its principal office located at 300 Technology Court, Smyrna, Georgia 30082. Racetrac has authorized capital stock consisting of 2,100,000.000 shares of common stock ("Racetrac Common Stock"), of which 876,657.326 shares are issued and outstanding.

WSD is organized as a for-profit corporation under the laws of the State of Florida with its principal office located at 2324 Waverly Barn Road, Davenport, Florida 33897. WSD has authorized capital stock consisting of 10,000,000.000 shares of common stock ("WSD Common Stock"), of which 991.708 shares are issued and outstanding.

The Board of Directors of each corporation are of the opinion that the corporations can be operated more efficiently and that the purposes of each corporation can be more effectively accomplished by the shareholders of WSD exchanging their shares of WSD Common Stock for shares of Racetrac Common Stock pursuant to the terms and conditions set forth in this Agreement. The Boards of Directors of each corporation have approved this Agreement, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### Section 1 Definitions

1.1 **Effective Date.** "Effective Date" shall mean December 31, 2002.

### Section 2 Authorization of this Agreement

This Agreement shall constitute a plan of share exchange as required by the laws of the States of Florida and Georgia and shall be on file at Racetrac's principal place of business located at 300 Technology Court, Smyrna, Georgia 30082, and WSD's principal place of business located at 2324 Waverly Barn Road, Davenport, Florida 33897. A copy of this Agreement will be furnished, on request and without cost, to the shareholders of Racetrac and WSD.

**Section 3**  
**Share Exchange**

**3.1 Share Exchange.** WSD shareholders shall receive 1.495914 shares of Racetrac Common Stock issued in exchange for each share of WSD Common Stock.

**3.2 Conversion of Stock.** Upon the Effective Date:

(a) Each share of WSD Common Stock outstanding and owned of record by its shareholders immediately prior to the Effective Date shall, by virtue of this Agreement and without further action on the part of the holder thereof, be converted into and shall represent 1.495914 shares of validly issued, fully paid and nonassessable Racetrac Common Stock.

(b) Shares of Racetrac Common Stock outstanding on the Effective Date shall not be converted or exchanged but shall remain outstanding as shares of Common Stock of Racetrac.

**3.3 Surrender of WSD Share Certificates.**

(a) After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of WSD Common Stock will, upon surrender of such certificate or certificates to Racetrac, be entitled to receive a certificate evidencing 1.495914 shares of Racetrac Common Stock. Any and all Shares of WSD Common Stock held as Treasury Stock shall be deemed to be cancelled or retired and no consideration shall be issued in exchange therefor.

(b) Until surrendered as provided above, each certificate representing WSD Common Stock shall be deemed, for all corporate purposes to evidence only the right to receive the exchange consideration which such holder is entitled to receive pursuant to Sections 3.1 and 3.2. After the Effective Date, the holders of certificates representing shares of WSD Common Stock shall cease to have any rights as shareholders of WSD, except such rights as such shareholders may have pursuant to this Agreement and the relevant provisions of the Florida Business Corporations Act ("Code").

**3.4 Dissenting Shares.** Notwithstanding any provision of this Agreement to the contrary, shares of WSD Common Stock which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with WSD a written objection to the share exchange (the "Dissenting Shares") shall not be converted into or represent a right to receive Racetrac Common Stock pursuant to Sections 3.1 and 3.2 hereof, but the holder thereof shall be entitled only to such rights as are granted by the Code. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the Code shall receive payment therefor from Racetrac in accordance with the Code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his or her right to appraisal and payment for his or her shares under the Code, such shares shall be converted into and represent the right to receive Racetrac Common Stock determined pursuant to Sections 3.1 and 3.2 hereof, upon surrender of the certificate(s) representing such shares to Racetrac.

**Section 4**  
**Effective Date**

The share exchange contemplated by this Agreement shall become effective at 11:59 p.m. on December 31, 2002.

**Section 5**  
**Shareholder Approval; Effectiveness of Share Exchange**

This Agreement shall be submitted for approval to the shareholders of WSD. If this Agreement is duly authorized and adopted by such shareholders and is not terminated and abandoned, an Articles and Certificate of Share Exchange shall be filed in accordance with the laws of the State of Georgia and the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of Racetrac and WSD are authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the share exchange provided for herein.

**Section 6**  
**Amendments, Waivers and Termination**

Any term or provision contained in this Agreement may be amended, supplemented, waived, or discharged at any time prior to the Effective Date by the mutual consent of the boards of directors of each of Racetrac and WSD without any action by the shareholders of WSD; provided however, that any such amendment, supplement, waiver or discharge to the provisions of this Agreement after its approval by the shareholders of WSD, but before the Effective Date, shall require the approval of the shareholders of WSD unless the amendment, supplement, waiver or discharge (i) does not alter the amount or kind of consideration to be received hereunder in exchange for shares of WSD Common Stock, and (ii) does not alter any of the terms and conditions of this Agreement in a manner that would adversely affect the shareholders of WSD. This Agreement may be terminated and the share exchange abandoned at any time prior to the filing of Articles and Certificate of Share Exchange by action taken by the respective Boards of Directors of the constituent corporations.

**Section 7**  
**Miscellaneous**

**7.1 Headings.** The headings of this Agreement are for the purpose of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

**7.2 Execution.** This Agreement may be executed simultaneously in several counterparts,



each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one of such counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Plan of Share Exchange to be duly executed and delivered as of the date first above written.

**RACETRAC PETROLEUM, INC.**

By: Max Lenker  
Max Lenker, President

Attest: Claude P. Czaja  
Claude P. Czaja, Assistant Secretary

**WHOLESALE SOUTH DISTRIBUTING, INC.**

By: Max Lenker  
Max Lenker, President

Attest: Claude P. Czaja  
Claude P. Czaja, Assistant Secretary