

FROM : FLORIDA FILING

FAX NO. : 8502160460

APR. 20 2010 02:54PM P13

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000091028 3)))



H100000910283ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : FLORIDA FILING & SEARCH SERVICES
Account Number : 120000000189
Phone : (850) 216-0457
Fax Number : (850) 216-0460

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
WPC, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$70.00

Jul/KG

*Merger
@ 4/21/10*

RECEIVED
2010 APR 20 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10 APR 20 AM 8:11
RECEIVED
TALLAHASSEE, FLORIDA

H 1 0 0 0 0 0 9 1 0 2 8

ARTICLES OF MERGER
MERGING
WOLF WPC INCORPORATED
(a Florida corporation)
WITH AND INTO
WPC, INC.
(a South Carolina corporation)

10 APR 20 11 08 11
RECEIVED
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
IN FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic wholly-owned subsidiary business corporation and the foreign business corporation herein named do hereby adopt the following Articles of Merger.

FIRST: CONSTITUENT COMPANIES. The name and state of incorporation of each of the constituent corporations to the merger are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
WPC, Inc.	South Carolina
Wolf WPC Incorporated	Florida

SECOND: SURVIVING ENTITY. WPC, Inc. shall be the surviving entity of the merger (the "Surviving Corporation"), shall continue to be a South Carolina corporation and shall continue to be governed under the laws of the State of South Carolina. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation in effect immediately prior to the effective time of the merger.

THIRD: PRINCIPAL OFFICE ADDRESS OF SURVIVING CORPORATION:
The street address of the principal office of the Surviving Corporation is:

WPC, Inc.
18001 W. 106th Street, Suite 300
Olathe, Kansas 66061

FOURTH: AGREEMENT AND PLAN OF MERGER. The attached Agreement and Plan of Merger has been adopted, approved, certified and executed by the Constituent Companies in accordance with the applicable provisions of the Florida Business Corporation Act and the South Carolina Code of Laws.

FIFTH: APPOINTING SECRETARY OF STATE AS AGENT. The Surviving Corporation hereby (i) appoints the Florida Secretary of State as its agent for service of process

H 1 0 0 0 0 0 9 1 0 2 8

H 1 0 0 0 0 0 9 1 0 2 8

in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger; and (ii) agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed this 7th day of April, 2010.

WPC, INC.

By: 

William R. Christopher, President

WOLF WPC INCORPORATED

By: Name: William R. ChristopherTitle: President

H 1 0 0 0 0 0 9 1 0 2 8

H 1 0 0 0 0 0 9 1 0 2 8

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, made and entered into as of the 8th day of April, 2010, by and between Wolf WPC Incorporated, a Florida corporation ("Corporation A"), and WPC, Inc., a South Carolina corporation ("Corporation B"), said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations";

WITNESSETH:

WHEREAS, the respective boards of directors of each of the Constituent Corporations have approved this Agreement and Plan of Merger to merge Corporation A into Corporation B upon the terms and subject to the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the undersigned corporations do hereby agree, and the plan of merger is, as follows:

SECTION IMERGER OF CORPORATION A INTO CORPORATION B

Upon the Merger Date, as defined in Section V hereof, Corporation A shall be merged with and into Corporation B in accordance with the applicable provisions of the laws of the States of South Carolina and Florida. Corporation B shall be the surviving corporation and shall continue to be governed by the laws of the State of South Carolina. Corporation B as such surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation".

SECTION IISURVIVING CORPORATION

(a) Articles of Incorporation. From and after the Merger Date, the Articles of Incorporation of Corporation B in effect immediately prior to the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until it shall thereafter be amended in accordance with law. The Surviving Corporation reserves the right after the merger to amend, alter, change or repeal any provision contained in its Articles of Incorporation, and all rights conferred in this Agreement and Plan of Merger are subject to such reserved power.

(b) Bylaws. The bylaws of Corporation B as in effect immediately prior to the Merger Date shall continue in full force and effect as the bylaws of the Surviving Corporation until they shall thereafter be amended.

(c) Directors and Officers. The directors of Corporation B immediately prior to the Merger Date shall be the directors of the Surviving Corporation to serve, subject to the bylaws of the Surviving Corporation, until the next annual meeting of shareholders and until their successors are duly elected and qualified. If at the Merger Date a vacancy shall exist on the

H 1 0 0 0 0 0 9 1 0 2 8

H 1 0 0 0 0 0 9 1 0 2 8

board of directors of the Surviving Corporation, such vacancy may be filled in the manner provided in the bylaws of the Surviving Corporation. The officers of Corporation B immediately prior to the Merger Date shall be the officers of the Surviving Corporation, and shall hold office, subject to the bylaws of the Surviving Corporation, at the pleasure of the board of directors of the Surviving Corporation until the next annual meeting of the board of directors and until their successors are duly elected and qualified.

SECTION III

EFFECT OF MERGER

(a) Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the laws of the States of South Carolina and Florida. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date the separate existence of Corporation A shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of each of the Constituent Corporations, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; the rights, privileges, powers and franchises of each of the Constituent Corporations, all property of each of the Constituent Corporations, real, personal and mixed, all debts due to each of the Constituent Corporations on whatever account, and all other things in action of or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; all property, rights, privileges, powers and franchises, and every other interest of the Constituent Corporations, shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities and duties 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 duties had been incurred or contracted by it. Any action or proceeding pending by or against Corporation A at the Merger Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

(b) If at any time Corporation B shall consider or be advised that any further assignments, conveyances or assurances in law or any other things are necessary or desirable to vest or to perfect or to confirm, of record or otherwise, in Corporation B, the title to any property or rights of Corporation A acquired or to be acquired by Corporation B as the result of this merger, the appropriate officers and directors of Corporation A in office immediately prior to the effectiveness of this merger are fully authorized to, and shall, execute and deliver any and all proper deeds, assignments and assurances in law and are fully authorized to, and shall, do all things necessary and proper, in the name of Corporation A so as to vest, perfect or confirm title to such property or rights in Corporation B and otherwise to carry out and consummate the provisions of this Agreement and Plan of Merger.

H 1 0 0 0 0 0 9 1 0 2 8

H 1 0 0 0 0 0 9 1 0 2 8

SECTION IVTREATMENT OF SHARES OF CONSTITUENT CORPORATIONS

Upon the Merger Date:

(a) Each share of common stock of Corporation A issued and outstanding or held in the treasury of Corporation A immediately prior to the Merger Date shall be, by virtue of the merger and without any further action, automatically be cancelled and extinguished.

(b) Each share of Corporation B issued and outstanding immediately prior to the Merger Date shall be unaffected by the merger and shall continue to be issued and outstanding until thereafter reacquired by the Surviving Corporation and thereupon cancelled and extinguished. Each share of Corporation B held in the treasury of Corporation B immediately prior to the Merger Date shall be unaffected by the merger and shall continue to be held in the treasury of the Surviving Corporation until the Surviving Corporation thereafter causes it to be issued and outstanding.

(c) The holders of certificates representing common stock of Corporation A immediately prior to the merger shall cease, on the Merger Date, to have any rights with respect to such stock.

SECTION VSHAREHOLDER APPROVAL, EFFECTIVENESS OF MERGER

This Agreement and Plan of Merger shall be submitted to the shareholders of the Constituent Corporations as provided by the applicable laws of the States of South Carolina and Florida. If this Agreement and Plan of Merger is duly authorized and adopted by the requisite votes or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section VI hereof, this Agreement and Plan of Merger shall be executed, filed and recorded in accordance with the laws of the States of South Carolina and Florida as soon as practicable after the approval by such shareholders. The merger shall become effective at, and the term "Merger Date" shall mean for purposes of this Agreement and Plan of Merger, the close of business on the date on which this Agreement and Plan of Merger is so filed in accordance with South Carolina Business Corporation Act.

SECTION VITERMINATION

(a) At any time prior to the filing of this Agreement and Plan of Merger with the Secretaries of State of South Carolina or Florida, this Agreement and Plan of Merger may be terminated and abandoned by mutual written consent of the Constituent Corporations authorized by their respective boards of directors.

H 1 0 0 0 0 0 0 1 0 0 0

H 1 0 0 0 0 0 9 1 0 2 8

(b) If for any reason this Agreement and Plan of Merger ceases to be binding as provided herein, it shall thenceforth be void without any further action by the shareholders of either of the Constituent Corporations, and neither of such parties shall have any obligation to the other in damages or, except as provided in Section VIII(c), as to the expenses incurred incident to this Agreement and Plan of Merger or the transactions provided for herein.

SECTION VII

AGREEMENT BY CORPORATION B CONCERNING DISSENTING SHAREHOLDERS

Corporation B agrees that it will comply with the provisions of § 607-1302 of the Florida Business Corporation Act, as amended, and will promptly pay to the dissenting shareholders of Corporation A the amount, if any, to which they shall be entitled under the provisions of said act with respect to the rights of dissenting shareholders.

SECTION VIII

MISCELLANEOUS

(a) Any of the provisions of this Agreement and Plan of Merger may be waived at any time by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the board of directors of such party, provided that as to any authorization given after the vote of the shareholders of such party hereon, such waiver shall not, in the judgment of the board of directors of such party, affect materially and adversely the benefits of such party or its shareholders intended under this Agreement and Plan of Merger. Any of the provisions of this Agreement and Plan of Merger may be modified at any time prior to or after the vote hereon of shareholders of either party, by agreement in writing approved by the board of directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement and Plan of Merger, provided that any such modification after the vote of the shareholders of a party hereon shall not, in the judgment of the board of directors of such party, affect materially and adversely the benefits of such party or its shareholders intended under this Agreement and Plan of Merger.

(b) Corporation B, as the Surviving Corporation, shall pay all expenses of the merger. If for any reason the merger is not completed, each of the Constituent Corporations shall pay one half (1/2) of the expenses of the proposed merger.

(c) Nothing expressed or implied in this Agreement and Plan of Merger is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Agreement and Plan of Merger.

1 0 0 0 0 0 9 1 0 2 8

H 1 0 0 0 0 0 9 1 0 2 8

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respective officers thereunto duly authorized as of this 8th day of April, 2010.

WPC, INC.

ATTEST:

Roger R. Herting
Name: Roger R. Herting
Title: Treasurer

By:

William R. Christopher
Name: William R. Christopher
Title: President

WOLF WPC INCORPORATED

ATTEST:

M. Gayle Packer
Name: M. Gayle Packer
Title: Secretary

By:

William R. Christopher
Name: William R. Christopher
Title: President

H 1 0 0 0 0 0 9 1 0 2 8