

P93000004978.

Document Number Only

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

700002392787--7

-01/07/98-01071-009

*****35.00 *****35.00

700002392787--7

-01/07/98-01071-010

*****192.50 *****192.50

Accsmith, Inc. (DE) ; Smith Equipment Manufacturing
Company LLC (DE) ; National Torch Tip, Inc. (DE) ;
Welding Nozzle International, Incorporated (FL)
merging w/ + into:
Accsmith, Inc. (MN)

() Profit
() NonProfit
() Limited Liability Co.

() Amendment

☒ Merger

() Foreign

() Dissolution/Withdrawal

() Mark

() Limited Partnership

() Annual Report

() Other

() Reinstatement

() Reservation

() Change of R.A.

() Fictitious Name Filing

☒ Certified Copy

() Photo Copies

() CUS

EFFECTIVE DATE

() Call When Ready

() Call if Problem

() After 4:30

☒ Walk In

() Will Wait

☒ Pick Up

() Mail Out

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

merger
sf 12/19/97

CORAPMER

Thanks,
Jeff

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 18 PM 3:16

RECEIVED
97 DEC 17 PM 2:47

ARTICLES OF MERGER
Merger Sheet

MERGING:

ARCSMITH, INC. a nonqualified Delaware corp.
SMITH EQUIPMENT MANUFACTURING COMPANY LLC, a nonqualified
Delaware LLC
NATIONAL TORCH TIP, INC., a nonqualified Delaware corp.
WELDING NOZZLE INTERNATIONAL, INCORPORATED, a FL corp.,
#P93000049781

INTO

ARCSMITH, INC.. a Minnesota corporation not qualified in Florida

File date: December 17, 1997, effective January 1, 1998

Corporate Specialist: Susan Payne



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 18, 1997

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: WELDING NOZZLE INTERNATIONAL, INCORPORATED
Ref. Number: P93000049781

We have received your document for WELDING NOZZLE INTERNATIONAL, INCORPORATED and check(s) totaling \$227.50. However, your check(s) and document are being returned for the following:

A merger filed pursuant to 607.1105 requires a signature of the chairman or vice chairman of the board, or an officer for each corporation party to the merger. The articles of merger should contain the signatures.

If you have any questions concerning this matter, please either respond in writing or call (850) 487-6901.

Susan Payne
Senior Section Administrator

Letter Number: 997A00059531

*Please back-date
Thanks*

RECEIVED
91 DEC 19 PM 12:03
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

OF

ARCSMITH, INC., a Delaware Corporation,
SMITH EQUIPMENT MANUFACTURING COMPANY LLC, a Delaware Limited Liability Company,
NATIONAL TORCH TIP, INC., a Delaware Corporation, and
WELDING NOZZLE INTERNATIONAL, INCORPORATED, a Florida Corporation

WITH AND INTO

ARCSMITH, INC., a Minnesota Corporation

(Florida)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 DEC 17 PM 3:16

EFFECTIVE DATE
11/1/98

These Articles of Merger, filed pursuant to Section 1105 of the Florida Business Corporation Act (the "FBCA"), relate to the merger (the "Merger") of ARCSMITH, INC., a Delaware corporation ("Arcsmith DE"), SMITH EQUIPMENT MANUFACTURING COMPANY LLC, a Delaware limited liability company ("Smith"), NATIONAL TORCH TIP, INC., a Delaware corporation ("NTT"), and WELDING NOZZLE INTERNATIONAL, INCORPORATED, a Florida corporation ("WNI"), with and into ARCSMITH, INC., a Minnesota corporation ("Arcsmith MN") (all sometimes collectively referred to herein as the "Constituent Companies").

FIRST: The Agreement and Plan of Merger, dated as of December 4, 1997 (the "Plan of Merger"), between Arcsmith DE, Smith, NTT, WNI, and Arcsmith MN in fully executed form, is attached hereto as Exhibit A. As provided in the Plan of Merger, Arcsmith MN will continue as the surviving corporation under the corporate name of "Arcsmith, Inc."

SECOND: The Effective Date and Effective Time of the Merger shall be January 1, 1998, at 12:00 a.m. Central Time.

THIRD: The FBCA required that the sole shareholder of WNI approve the Merger, and such sole shareholder gave such approval.

FOURTH: As to each Constituent Company, to the extent applicable, the date of adoption of the Plan of Merger by the shareholders, members, and the boards of directors was as set forth below:

<u>Constituent Corporation</u>	<u>Shareholder/Member Approval</u>	<u>Board Approval</u>
WNI	December 4, 1997	December 4, 1997
Arcsmith DE	December 4, 1997	December 4, 1997
Smith	December 4, 1997	December 4, 1997
NTT	not required	not required
Arcsmith MN	not required	not required

* * * * *

These Articles of Merger are dated as of December 4, 1997.

ARCSMITH, INC. (Arcsmith DE)

By Phillip M. Martineau
Phillip M. Martineau, President

ARCSMITH, INC. (Arcsmith MN)

By Phillip M. Martineau
Phillip M. Martineau, President

SMITH EQUIPMENT MANUFACTURING
COMPANY LLC

By Phillip M. Martineau
Phillip M. Martineau, Vice Chairman

NATIONAL TORCH TIP, INC.

By Phillip M. Martineau
Phillip M. Martineau, CEO/Chairman

WELDING NOZZLE INTERNATIONAL,
INCORPORATED

By Phillip M. Martineau
Phillip M. Martineau, Vice Chairman

M1:0314738.02

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of the 4th day of December, 1997, by and between ARCSMITH, INC., a Delaware corporation ("Arcsmith DE"), ARCSMITH, INC., a Minnesota corporation ("Arcsmith MN" and sometimes referred to herein as the "Surviving Corporation"), SMITH EQUIPMENT MANUFACTURING COMPANY LLC, a Delaware limited liability company ("Smith"), NATIONAL TORCH TIP, INC., a Delaware corporation ("NTT"), and WELDING NOZZLE INTERNATIONAL, INCORPORATED, a Florida corporation ("WNI"), said companies being hereinafter sometimes collectively referred to as the "Constituent Companies".

RECITALS

WHEREAS, the Board of Directors and shareholders of Arcsmith DE, the Board of Directors and the sole member of Smith, and the Board of Directors and sole shareholder of WNI deem it advisable and in the best interests of Arcsmith DE, Arcsmith MN, Smith, NTT, and WNI, that each of such companies be merged together, with Arcsmith MN being the surviving corporation (the "Merger");

WHEREAS, the Board of Directors and shareholders of Arcsmith DE, the Board of Directors and the sole member of Smith, and the Board of Directors and sole shareholder of WNI have approved and adopted this Agreement and the Merger, and because all of the issued and outstanding shares of Arcsmith MN and NTT are owned by Arcsmith DE, express approval of this Agreement and the Merger by either the Boards of Directors or the shareholders of Arcsmith MN or NTT is not required;

WHEREAS, the Boards of Directors of Arcsmith MN, Smith, and WNI have acknowledged the Merger and have authorized their officers to perform any actions necessary to effectuate the Merger;

WHEREAS, the authorized capital stock of Arcsmith DE consists of: (i) 100,000 shares of Common Stock, par value \$.01 per share ("Arcsmith DE Common Stock"), of which 13,365.35 shares are issued and outstanding on the date hereof and will be issued and outstanding immediately prior to the Effective Time (as defined herein); (ii) 10,000 shares of Nonvoting Common Stock, par value \$.01 per share ("Arcsmith DE Nonvoting Common Stock"), of which no shares are issued and outstanding on the date hereof and none will be issued and outstanding immediately prior to the Effective Time; and (iii) 10,000 shares of Preferred Stock ("Arcsmith DE Preferred Stock"), of which no shares are issued and outstanding on the date hereof and none will be issued and outstanding immediately prior to the Effective Time.

WHEREAS, the authorized capital stock of Arcsmith MN consists of 50,000 shares of Common Stock, par value \$.01 per share ("Arcsmith MN Common Stock"), of which 100 shares are issued and outstanding on the date hereof and will be issued and outstanding immediately prior to the Effective Time;

WHEREAS, Arcsmith DE is the sole member of Smith, and Arcsmith DE owns a total of 10,000 units of Smith ("Smith Units") on the date hereof and will own the same immediately prior to the Effective Time;

WHEREAS, the authorized capital stock of NTT consists of 1,000 shares of Common Stock, \$.01 par value per share ("NTT Common Stock"), of which 100 shares are issued and outstanding on the date hereof and will be issued and outstanding immediately prior to the Effective Time; and

WHEREAS, the authorized capital stock of WNI consists of 7,500 shares of Common Stock, \$1.00 par value per share ("WNI Common Stock"), of which 1,327 shares are issued and outstanding on the date hereof and will be issued and outstanding immediately prior to the Effective Time.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, and for the purpose of stating the terms and conditions of the Merger, the parties hereto agree as follows:

1. Merger. Arcsmith DE, pursuant to Section 253 of the Delaware General Corporate Law ("DGCL"); Smith, pursuant to Section 209 of the Delaware Limited Liability Company Act; NTT, pursuant to Section 253 of the DGCL; and WNI, pursuant to Section 1107 of the Florida Business Corporation Act, shall be merged with and into Arcsmith MN, pursuant to Section 302A.621 of the Minnesota Business Corporation Act, with Arcsmith MN being the Surviving Corporation. The name of the Surviving Corporation shall be Arcsmith, Inc.

2. Effective Time and Date. The Merger shall become effective on January 1, 1998, at 12:00 a.m. Central Time. Such date on which the Merger becomes effective is herein referred to as the "Effective Date". Such time on such date at which the Merger becomes effective is herein called the "Effective Time".

3. Conversion or Cancellation of Shares, Options, and Units. The manner and basis of converting and, when applicable, canceling the shares of the Constituent Companies' common stock issued and outstanding immediately prior to the Effective Time into shares of Arcsmith MN Common Stock, and the manner and basis of accounting for the Smith Units as owned by Arcsmith DE immediately prior to the Effective Time, and the manner and basis of converting options to purchase Arcsmith DE Common Stock held immediately prior to the Effective Time into options to purchase Arcsmith MN Common Stock shall be as follows:

(a) Arcsmith DE.

(i) At the Effective Time, each share of Arcsmith DE Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding and shall become and be converted into and exchanged for one share of Arcsmith MN Common Stock, and each certificate evidencing such shares of Arcsmith MN Common Stock shall bear the same legend as its corresponding share of Arcsmith DE Common Stock was required to bear immediately prior to the Effective Time.

(ii) All such shares described in subparagraph 3(a)(i) herein that are pledged to Arcsmith DE to secure certain promissory notes given to Arcsmith DE by the holders of such shares immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, become pledged to Arcsmith MN subject to the identical terms governing the original pledges. Upon request by Arcsmith MN, the holders of such pledged shares shall promptly execute any documents and perform any actions necessary to further ensure the perfection of such pledges.

(iii) At the Effective Time, each option to purchase Arcsmith DE Common Stock that is held immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding and shall become and shall be converted into and exchanged for one option to purchase one share of Arcsmith MN Common Stock. All such options shall be subject to the terms of that certain Arcsmith, Inc. Stock Option Plan, as approved by the Board of Directors of Arcsmith MN and as may be amended from time to time.

(iv) At the Effective Time, each share, if any, of Arcsmith DE Common Stock, Arcsmith DE Nonvoting Common Stock, and Arcsmith DE Preferred Stock held as treasury stock immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

(b) Arcsmith MN. At the Effective Time, each of the shares of Arcsmith MN Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

(c) Smith. At the Effective Time, each of the Smith Units shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

(d) NTT. At the Effective Time each of the shares of NTT Common Stock issued and outstanding immediately prior to the Effective Time and each of the shares of NTT Common Stock held as treasury stock, if any, immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

(e) WNI. At the Effective Time, each of the shares of WNI Common Stock issued and outstanding immediately prior to the Effective Time and each of the shares of WNI Common Stock held as treasury stock, if any, immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

4. Effect of Merger on Articles of Incorporation: By-Laws: Directors and Officers. The Articles of Incorporation and the By-Laws of Arcsmith MN in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation and the By-Laws of the Surviving Corporation until further amended in accordance with applicable law. The Merger itself shall not affect any amendment to such Articles of Incorporation or such By-Laws. The directors and officers of Arcsmith MN immediately prior to the Effective Time shall continue to serve as directors and officers of the Surviving Corporation until their successors are duly elected or appointed and qualified, or until their earlier death, resignation, or removal.

5. Termination or Abandonment. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of the Boards of Directors of Arcsmith DE, Arcsmith MN, Smith, NTT, and WNI. If this Agreement is terminated pursuant to this

Section 5, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

6. - Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, without giving effect to the principles of conflicts of laws.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the date first above written.

ARCSMITH, INC. (Arcsmith DE)

By _____
Its _____

ARCSMITH, INC. (Arcsmith MN)

By _____
Its _____

SMITH EQUIPMENT MANUFACTURING
COMPANY LLC

By _____
Its _____

NATIONAL TORCH TIP, INC.

By _____
Its _____

WELDING NOZZLE INTERNATIONAL,
INCORPORATED

By _____
Its _____

MI.0312169.02