

P95000047250

CORP
103 N. MERIDIAN ST. TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: CINDY HICKS

DATE: 2-9-00

REF. #: 0150. 10557

CORP. NAME: RHP New Age, Inc merging into Gardner Industries Incorporated

100003129311--0
-02/09/00--01046--005
*****70.00 *****70.00

- () ARTICLES OF INCORPORATION () ARTICLES OF AMENDMENT () ARTICLES OF DISSOLUTION
() ANNUAL REPORT () TRADEMARK/SERVICE MARK () FICTITIOUS NAME
() FOREIGN QUALIFICATION () LIMITED PARTNERSHIP () LIMITED LIABILITY
() REINSTATEMENT (X) MERGER () WITHDRAWAL
() CERTIFICATE OF CANCELLATION () UCC-1 () UCC-3
() OTHER:

Merger
FILED
00 FEB -9 PM 4:01
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

STATE FEES PREPAID WITH CHECK# 6996 FOR \$ 70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$

PLEASE RETURN:

- () CERTIFIED COPY () CERTIFICATE OF GOOD STANDING
() CERTIFICATE OF STATUS

Examiner's Initials

RECEIVED
00 FEB -9 AM 11:29
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
(X) PLAIN STAMPED COPY

AdR
2/9/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

RPH NEW AGE, INC., a Florida corporation P95000047250
,

INTO

GARDNER INDUSTRIES, INCORPORATED, a Delaware corporation not
qualified in Florida.

File date: February 9, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER

OF

RPH NEW AGE, INC.

INTO

GARDNER INDUSTRIES, INCORPORATED

FILED
00 FEB -9 PM 4:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), **GARDNER INDUSTRIES, INCORPORATED**, a Delaware corporation (the "Company"), and **RPH NEW AGE, INC.** a Florida corporation (the "Merger Corporation"), do hereby adopt the following Articles of Merger:

1. The Merger Corporation is hereby merged with and into the Company, and the corporate existence of the Merger Corporation shall cease. The Company is the surviving corporation in the merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein. The name of the surviving corporation will continue to be **GARDNER INDUSTRIES, INCORPORATED**.

2. The Plan of Merger was adopted by the Board of Directors and the shareholders of the Merger Corporation on February 4, 2000 by written consents in lieu of holding special meetings, pursuant to Sections 607.0821 and 607.0704 of the Act.

3. The Plan of Merger was adopted by the Board of Directors of the Company on February 4, 2000, by written consent in lieu of holding a special meeting, pursuant to Sections 607.0821 and 607.0704 of the Act. Shareholder approval was not required.

The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Sections 607.1105 and 607.1106 of the Act.

The parties have caused these Articles of Merger to be executed as of February 4,
2000.

RPH NEW AGE, INC.

By: Robert P. Hickey
Name: Robert P. Hickey
Title: Director

GARDNER INDUSTRIES, INCORPORATED

By: Raymond T. Hyer, Jr.
Name: Raymond T. Hyer, Jr.
Title: President

Exhibit "A" - Agreement and Plan of Merger

10509-001-686883v1

EXHIBIT A
[attached following this page]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 4th day of February, 2000, is made and entered into by and between **RPH NEW AGE, INC.**, a Florida corporation ("RPH"), and **GARDNER INDUSTRIES, INCORPORATED**, a Delaware corporation (the "Surviving Corporation"). RPH and the Surviving Corporation being sometimes referred to herein individually as a "Constituent Corporation" and sometimes referred to herein collectively as the "Constituent Corporations".

WITNESSETH:

WHEREAS, RPH is a corporation duly organized under the laws of the State of Florida, having 7,500 shares of authorized capital stock, of which as of the date hereof 300 shares are validly issued and outstanding.

WHEREAS, the Surviving Corporation is a corporation duly organized under the laws of the State of Delaware, having 10,000 shares of authorized capital stock, of which as of the date hereof 1,000 shares are validly issued and outstanding.

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporations and its shareholders that RPH be merged into the Surviving Corporation, which shall be the surviving corporation, and that the name of the surviving corporation shall remain **GARDNER INDUSTRIES, INCORPORATED**.

WHEREAS, the stockholders of each Constituent Corporation will receive in exchange for his or her stock, shares of common stock in the Surviving Corporation to reflect their respective ownership interest as fully described in Article V hereinafter.

NOW, THEREFORE, the Constituent Corporations hereby agree that RPH shall be merged with and into the Surviving Corporation in accordance with applicable laws of the State of Delaware and the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I.

The Constituent Corporations

The names of the Constituent Corporations to the merger are **RPH NEW AGE, INC.** and **GARDNER INDUSTRIES, INCORPORATED**.

ARTICLE II.

The Merger

On the Effective Date (as hereinafter defined) RPH shall be merged with and into the Surviving Corporation (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Title 8 of the Delaware General Corporation Law (the "Delaware Law") and Chapter 607 of the Florida Statutes (the "Florida Law").

ARTICLE III.

Effect of Merger

Upon the effectiveness of the Merger, the Surviving Corporation shall succeed by operation of law to the assets, operations, and liabilities of RPH.

ARTICLE IV.

Articles of Incorporation and Bylaws; Officers and Directors

The Articles of Incorporation and Bylaws of the Surviving Corporation as in effect on the Effective Date shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law. The officers and directors of the Surviving Corporation as in effect on the Effective Date shall remain unchanged.

ARTICLE V.

Treatment of Shares of Constituent Corporations

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the shares of common stock of the RPH currently held by the stockholders of RPH immediately prior to the filing of the Articles of Merger, in accordance with Article VIII, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist, be canceled and be converted into the right to receive the sixty (60) shares of the authorized common stock of the Surviving Corporation, or twenty (20) shares thereof to each of the stockholders of the Surviving Corporation and the cancellation and termination of all the issued and outstanding common stock of RPH. The shares of common stock held by the stockholders of the Surviving Corporation prior to the filing of the Articles of Merger shall not be affected and shall remain issued and outstanding after the filing of the Articles of Merger.

ARTICLE VI.

Surrender of Certificates

Each record holder of an outstanding certificate or certificates which represent shares of common stock of RPH shall surrender such certificate or certificates as a condition to receiving common stock in the Surviving Corporation pursuant to this Agreement and Plan of Merger.

ARTICLE VII.

Further Assurance

If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of one or more of the Constituent Corporations, the last acting officers and directors of the Constituent Corporations, as the case may be, or the corresponding officers or directors of the Surviving Corporation shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger, including, without limitation, the execution and delivery of such documents that are necessary and appropriate as reasonably requested by those persons who were stockholders of RPH evidencing the assumption by the Surviving Corporation of all debts and liabilities of RPH and the release of those persons who were stockholders of RPH from any guarantees they may have made in connection with any indebtedness of RPH and the Surviving Corporation's agreement to indemnify such persons who were stockholders of RPH in connection with the foregoing.

ARTICLE VIII.

Effective Date

The merger of RPH into the Surviving Corporation shall become effective as of the filing of the Articles of Merger. The date on which such merger shall become effective is herein called the "Effective Date".

ARTICLE IX.

Counterparts

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

RPH NEW AGE, INC.

By: Robert P. Hickey
Name: Robert P. Hickey
Title: Director

GARDNER INDUSTRIES, INCORPORATED

By: Raymond T. Hyer, Jr.
Name: Raymond T. Hyer, Jr.
Title: President

"SURVIVING CORPORATION"

10509-001-687377v2