

P96000072506

CSC networks

ACCOUNT NO. : 0721000003 CORPORATION

REFERENCE : 071076 7107686

AUTHORIZATION : Patricia Pyzdek

COST LIMIT : \$ 122.50

ORDER DATE : August 30, 1996

ORDER TIME : 10:46 AM

ORDER NO. : 071076

800001936698

CUSTOMER NO: 7107686

CUSTOMER: Ms. Susan Kyle
HUGHES SUPPLY, INC.

Suite 200
20 N. Orange Avenue
Orlando, FL 32801

DOMESTIC FILING

NAME: JUNO MERGER CORP., INC.

EFFECTIVE DATE:

XXX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Unassigned

EXAMINER'S INITIALS:

FILED
55 AUG 30 PM 1:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

KR
8.30.96

1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171
904-222-0393 FAX

800-342-8086



FAX COVER SHEET

DATE: August 20, 1998

TO: Mr. Susan Kyle

LAW FIRM/COMPANY: Hughes Supply, Inc.

FAX NO.: 407-848-1670

FROM: Deborah Schroder

TOTAL PAGES: 1 (including cover sheet)

If you do not receive all pages, please call.

RE: JUND MERGER CORP., INC.

NAME RESERVATION FILING CONFIRMATION

NAME RESERVED : JUND MERGER CORP., INC.

STATE OF RESERVATION : Florida

DATE OF RESERVATION : August 20, 1998

LENGTH OF RESERVATION : 120 Days

RESERVATION NUMBER : R08000004124
(if applicable)

FILED
AUG 20 1998
FBI - TAMPA

ARTICLES OF INCORPORATION

OF

JUNO MERGER CORP., INC.

The undersigned incorporator delivers these Articles of Incorporation to form a corporation under the laws of the Florida Business Corporation Act.

ARTICLE I

Name. The name of this corporation is:

Juno Merger Corp., Inc.

ARTICLE II

Principal Office. The principal office and mailing address of this corporation is 20 N. Orange Avenue, Suite 200, Orlando, Florida 32801.

ARTICLE III

Business and Activities. This corporation may, and is authorized to, engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE IV

Capital Stock. The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 7500 shares of common stock having \$1.00 par value, with the consideration to be paid for each share to be in money, property or services, as may be fixed by the Board of Directors.

ARTICLE V

Term of Existence. This corporation shall have perpetual existence.

ARTICLE VI

Initial Registered Office and Agent. The street address of the initial registered office of the corporation is 1201 Hays Street, Tallahassee, Fl 32301, and the name of the initial registered agent of the corporation at that address is The Prentice-Hall Corporation System, Inc.

ARTICLE VII

Number of Directors. This corporation shall have three (3) Directors initially. The number of Directors may be either increased or diminished from time to time by the Board of Directors or the shareholders in accordance with the By-Laws of this corporation. Directors, as such, shall receive such compensation for their services, if any, as may be set by the Board of Directors at an annual or special meeting. The Directors may authorize and require the payment of the reasonable expenses incurred by Directors in attending meetings of the Directors. Nothing in this Article shall be construed to preclude the Directors from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE VIII

Initial Board of Directors. The name(s) and street address(es) of the initial Directors of this corporation are:

<u>Name</u>	<u>Address</u>
David H. Hughes	20 N. Orange Avenue Suite 200 Orlando, FL 32801
A. Stewart Hall, Jr.	20 N. Orange Avenue Suite 200 Orlando, FL 32801
J. Stephen Zepf	20 N. Orange Avenue Suite 200 Orlando, FL 32801

ARTICLE IX

Incorporator. The name and street address of the incorporator signing these Articles is:

<u>Name</u>	<u>Address</u>
Benjamin P. Butterfield	20 N. Orange Avenue Suite 200 Orlando, FL 32801


ARTICLE X

Lost or Destroyed Certificate. Stock certificates to replace lost or destroyed certificates shall be issued on such basis and according to such procedures as are from time to time provided for in the By-Laws of this corporation.

ARTICLE XI

Amendment to Articles. These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the shareholders, and approved at a shareholders' meeting by a majority of the stock issued and entitled to be voted, unless all the Directors and all the shareholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

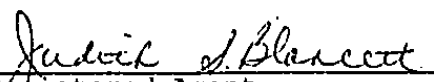
IN WITNESS WHEREOF, the undersigned does set his hand and seal and he acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida this 29th day of August, 1996.


Benjamin P. Butterfield
Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process for **Juno Marger Corp., Inc.** at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

THE PRENTICE-HALL CORPORATION
SYSTEM, INC.

By: 
Registered Agent
Judith S. Blancett, Asst. Secy.
Date: 8/30/96

f:\corp\652\incorp\articles.pf

FILED
96 AUG 30 PM 1:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P960007254



ACCOUNT NO. : 072100000032

REFERENCE : 085074 7107686

AUTHORIZATION : Patricia Pajito

COST LIMIT : \$ 122.50

FILED
96 SEP 16 PM 12:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger &
name
change

ORDER DATE : September 13, 1996

ORDER TIME : 11:28 AM

ORDER NO. : 085074

300001948403

CUSTOMER NO: 7107686

CUSTOMER: Ms. Susan Kyle
Hughes Supply, Inc.
Suite 200
20 N. Orange Avenue
Orlando, FL 32801

ARTICLES OF MERGER

JUNO INDUSTRIES, INC.

RECEIVED
96 SEP 16 PM 2:54
DIVISION OF CORPORATION

Name	INTO
Availability	9/16/96
Document	JUNO-MERGER CORP. INC.
Examiner	ADH
Uploader	ADH
Underwriter	ADH
Verifier	ADH

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS: _____

P96000072506

**ARTICLES OF MERGER
Merger Sheet**

.....
MERGING:

JUNO INDUSTRIES, INC., a Florida corporation 259175

INTO

**JUNO MERGER CORP., INC. which changed its name to
JUNO INDUSTRIES, INC., a Florida corporation, P96000072506**

File date: September 16, 1996

Corporate Specialist: Annette Hogan

Account number: 072100000332

Account charged: 122.50

ARTICLES OF MERGER
OF
JUNO MERGER CORP., INC.
AND
JUNO INDUSTRIES, INC.

FILED
96 SEP 16 PM 12:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the corporations herein named do hereby adopt the following articles of merger.

1. The attached Plan and Agreement of Merger for merging Juno Industries, Inc., a Florida corporation ("Juno"), with and into Juno Merger Corp., Inc., a Florida corporation ("JMCI"), has been adopted by the respective Boards of Directors of Juno and JMCI.

2. The merger has been duly approved by the shareholders of Juno and JMCI.

3. JMCI shall continue in existence as the surviving corporation, but in accordance with Article IV, Section 4.1 of the Plan and Agreement of Merger, the First Article of the Articles of Incorporation of JMCI shall be amended to change the name of JMCI from Juno Merger Corp., Inc.:

JUNO INDUSTRIES, INC.

4. Hughes Supply, Inc., a Florida corporation, is supplying the consideration for this merger, and therefore has been made a party hereto.

5. The merger herein provided for shall take effect on the date that these articles of merger have been filed by the Secretary of State of the State of Florida.

(The remainder of this page intentionally left blank.)

Executed as of the 26th day of September, 1996.

"JMCI"

JUNO MERGER CORP., INC.

By: 
Jeff C. Hall, President

HUGHES SUPPLY, INC.

By: 
A. Stewart Hall, Jr., President

"Juno"

JUNO INDUSTRIES, INC.

By: 
Jeff C. Hall, President

J:\DOCS\JUNO\ARTICLES OF MERGER 1

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER, dated as of September 12, 1996 ("Plan of Merger") between JUNO INDUSTRIES, INC., a Florida corporation (the "Company"), HUGHES SUPPLY, INC., a Florida corporation ("Parent"), and JUNO MERGER CORP., INC., a Florida corporation and a wholly-owned subsidiary of Parent ("JMCI"), (Company and JMCI being collectively referred to in this Merger Agreement as the "Constituent Corporations").

RECITALS

A. Parent, Company, and the Stockholders of the Company entered into an Acquisition Agreement dated as of September 12, 1996 (the "Acquisition Agreement") providing for the merger of Company into JMCI as set forth in this Plan of Merger.

B. The Board of Directors of the Parent has authorized the Parent's execution and delivery of, and its performance under, this Plan of Merger and the respective Boards of Directors of the Constituent Corporations have authorized the execution and delivery of this Plan of Merger, recommended the approval of this Plan of Merger by the shareholders of their respective Constituent Corporations, and authorized the performance of this Plan of Merger by such Constituent Corporations, subject to such shareholder approval pursuant to the Florida Business Corporation Act (the "FBCA").

NOW, THEREFORE, Parent and the Constituent Corporations agree as follows:

ARTICLE I

The Constituent Corporations

1.1 Company. Company was incorporated under the laws of the State of Florida on May 18, 1962. The authorized Common Stock of Juno consists of two classes of capital stock (i) 120,000 shares of \$1.00 par value Juno Class A voting common capital stock (the "Juno Class A Common Stock"), of which 6,247.3 shares are issued and outstanding, and (ii) 5,000 shares of \$1.00 par value Juno Class B non-voting common stock (the "Juno Class B Common Stock"), of which 22 shares are issued and outstanding. The Juno Class A Common Stock and the Juno Class B Common Stock is hereinafter referred to as the "Company Common Stock."

1.2 JMCI. JMCI was incorporated under the laws of the State of Florida on August 30, 1996. The authorized capital stock of JMCI consists of 7,500 shares of Common Stock, par value \$1 per share, of which 1000 shares are issued and outstanding (the "JMCI Common Stock").

ARTICLE II

Shareholder Approval

This Plan of Merger must be approved by a majority of the issued and outstanding shares of Common Stock of each of the Constituent Corporations.

ARTICLE III

The Merger

3.1 Merger Effective Time: Surviving Corporation.

(a) Merger Effective Time. The merger of Company with and into JMCI (the "Merger") shall become effective at the time (the "Effective Time of the Merger") when appropriate Articles of Merger to effect the Merger have been filed with the Secretary of State of the State of Florida.

pursuant to Section 607.1105 of the FBCA.

(b) Surviving Corporation. At the Effective Time of the Merger, the Company shall be merged with, and into, JMCI, and the separate corporate existence of the Company shall then cease. JMCI (the "Surviving Corporation") shall be the surviving corporation in the Merger and the separate corporate existence of JMCI, with all its purposes, objects, rights, privileges, powers, immunities, and franchises, shall continue unaffected and unimpaired by the Merger.

3.2 Succession; Transfer Documents.

(a) Succession to Rights and Obligations Company. As a result of the Merger, the Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of Company and all of the properties and assets of Company and all of the debts, choses in action and other interests due or belonging to Company, and shall be subject to, and responsible for, all of the debts, liabilities, and obligations of Company with the effect set forth in the FBCA.

(b) Transfer Documents. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances, or other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Corporation its rights, title, or interest in, to, or under, any of the rights, properties, or assets of Company acquired, or to be acquired, by the Surviving Corporation as a result of, or in connection with, the Merger, or to otherwise carry out this Plan of Merger, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all deeds, bills of sale, assignments, and assurances, and to take and do, in the name and on behalf of the Constituent Corporations, or otherwise, all other actions and things necessary or desirable to vest, perfect, or confirm any and all right, title, and interest in, to, and under those, rights properties or assets in the Surviving Corporation or to otherwise carry out this Plan of Merger.

ARTICLE IV

Articles of Incorporation, By-Laws, Directors, and Officers of the Surviving Corporation

4.1 Articles of Incorporation. The Articles of Incorporation of JMCI, amended as of the Effective Time of the Merger from the form of such Articles of Incorporation in effect immediately prior to the Effective Time of the Merger to change the name of the Surviving Corporation to "Juno Industries, Inc." shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until further amended as provided by law and those Articles of Incorporation.

4.2 By-Laws. The By-Laws of JMCI in effect immediately prior to the Effective Time of the Merger shall be the By-Laws of the Surviving Corporation unless and until amended or repealed as provided by law, the Articles of Incorporation, and the By-Laws of the Surviving Corporation.

4.3 Directors and Officers. The directors of JMCI immediately prior to the Effective Time of the Merger shall be the directors of Surviving Corporation after the Merger. The officers of JMCI immediately prior to the Effective Time of the Merger shall be the officers of Surviving Corporation after the Merger. In each case, each director and officer shall continue in the position until a successor has been elected and shall qualify, or until otherwise provided by law, the Articles of Incorporation, and By-Laws of the Surviving Corporation.

ARTICLE V

Effect of the Merger on the Capital Stock of the Constituent Corporations; Exchange of Certificates for Merger Consideration

5.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger, and without any action on the part of the holder of any shares of Company Common Stock:

(a) Capital Stock of Company Canceled. At the Effective Time of the Merger each certificate representing shares of Company Common Stock shall be deemed canceled and extinguished and each issued and outstanding share of Company Common Stock shall be canceled, extinguished and converted into a right to receive the Merger Consideration (as defined in Section 1.2.1 of the Acquisition Agreement).

(b) Capital Stock of JMCI Remains Outstanding as Capital Stock of the Surviving Corporation. Each issued and outstanding share of the JMCI Common Stock shall continue to be issued and outstanding as an issued and outstanding share of common stock of the Surviving Corporation. Each stock certificate of JMCI evidencing ownership of any JMCI shares shall continue to evidence ownership of the outstanding shares of capital stock of the Surviving Corporation.

5.2 Exchange of Certificates. After the Effective Time of the Merger the Parent shall disburse the Merger Consideration, as required by Section 1.2.2 of the Acquisition Agreement, in exchange for the certificates which previously represented the shares of the Company converted in the Merger pursuant to paragraph 5.1(a) above.

5.3 No Further Ownership Rights in Company Common Stock. The Merger Consideration to be paid in accordance with this Article V to holders of Company Common Stock, other than Dissenting Shares, cancelled in the Merger and the payment of the amount required with respect to Dissenting Shares under the FBCA shall be deemed delivered in full satisfaction of all rights pertaining to the shares of Company held immediately prior to the Effective Time of the Merger.

ARTICLE VI

Termination and Amendment

6.1 Mutual Consent. Notwithstanding the approval of this Plan of Merger by the shareholders of Company and JMCI, this Plan of Merger may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of the Company and JMCI.

6.2 Termination of Acquisition Agreement. Notwithstanding the approval of this Plan of Merger by the shareholders of the Company and JMCI, this Plan of Merger shall be terminated forthwith in the event that the Acquisition Agreement is terminated as provided therein.

6.3 Effect of Termination. In the event of the termination of this Plan of Merger as provided above, this Plan of Merger shall then become void and there shall be no liability on the part of either Company, the Parent or JMCI, or their respective officers or directors.

6.4 Amendment. This Plan of Merger may be amended by the parties at any time before or after its approval by the shareholders of either Company or JMCI, but, after shareholder approval, no amendment shall be made which by law requires the further approval of shareholders without obtaining shareholder approval. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties.

6.5 Governing Law. This Plan of Merger shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Florida.

5.6 Counterparts. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Plan of Merger as of the date first above written.

"Company"

JUNO INDUSTRIES, INC.

By: 

Jeff O'Neil, President

"Parent"

HUGHES SUPPLY, INC.

By: 

A. Stewart Hall, Jr., President

"JMCI"

JUNO MERGER CORP., INC.

By: 

Jeff O'Neil, President

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