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September 28, 1999

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

Florida Dept. of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

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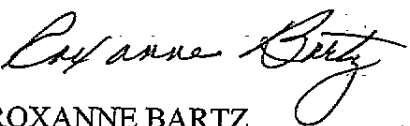
Re: Davis Supply, Inc./Davis Hardware, Inc.

To Whom It May Concern:

Enclosed herein please find original and copy of Articles of Merger for Davis Supply, Inc. and Davis Hardware, Inc. for filing. Also enclosed is my check in the amount of \$34.00 to cover costs. I would request that you please return the enclosed copy of Articles to me indicating the date of filing.

Your prompt attention to this matter is appreciated.

Very truly yours,


ROXANNE BARTZ
Legal Assistant

Merger
10-14-99
RPS

FILED
99 OCT -1 AM 9:07
CLERK OF STATE
TALLAHASSEE, FLORIDA

FILED

99 OCT -1 AM 9:07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

DAVIS HARDWARE, INC., a Florida corporation, F93071

INTO

DAVIS SUPPLY, INC., a Florida entity, P97000099900.

File date: October 1, 1999

Corporate Specialist: Doug Spitler

PREPARED BY: J. HARRIS COOK, Esquire
7510 Ridge Road
Telephone: (727) 842-9105

Booth & Cook, P.A.
Port Richey, Florida 34668
Fax: (727) 848-7601

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

99 OCT -1 AM 9:07

FILED

ARTICLES OF MERGER

Pursuant to Sec. 607.1105 of the Florida General Corporation Act, **DAVIS HARDWARE, INC.**, a Florida Corporation, and **DAVIS SUPPLY, INC.**, a Florida Corporation, adopt the following Articles of Merger for the purpose of merging **Davis Hardware, Inc.** into **Davis Supply, Inc.**, the latter of which is to survive the merger:

ARTICLE I.

That certain plan and agreement of merger (the "Agreement") dated the 24th day of September, 1999, by and between Davis Hardware, Inc., a Florida Corporation, and Davis Supply, Inc., a Florida corporation, marked Exhibit "A", attached hereto and made a part of this instrument, was duly approved by the shareholders of Davis Hardware, Inc. and Davis Supply, Inc., pursuant to Section 607.1103 of the Florida General Corporation Act (hereinafter referred to as the "Act") on the 24th day of September, 1999.

ARTICLE II.

The agreement was unanimously approved by all of the shareholder of Davis Hardware, Inc. and by all of the shareholders of Davis Supply, Inc. pursuant to Section 607.1103 of the Florida General Corporation Act on the 24th day of September, 1999.

ARTICLE III.

Of the fifty (50) outstanding shares of the common stock, par value of \$1.00, of Davis Hardware, Inc. entitled to vote as a class upon the agreement had the agreement been submitted to a vote of shareholders pursuant to Section 607.1103, the holders of fifty (50) of those shares have consented and authorized the agreement by written consent in accordance with Section 607.0704 of the Act.

Of the one thousand (1,000) outstanding shares of the common stock, par value of \$1.00, of Davis Supply, Inc. entitled to vote as a class upon the agreement had the agreement been submitted to a vote of shareholders pursuant to Section 607.1103 of the Act, the holders of one thousand (1,000) of those shares have consented and authorized the agreement by written consent in accordance with Section 607.0704 of the Act.

ARTICLE VI.

The Articles of Incorporation of Davis Hardware, Inc. shall be amended on this date by striking out all of the present Article I which shall read as follows: "The name of this corporation shall be Davis Supply, Inc.".

IN WITNESS WHEREOF The parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

DAVIS HARDWARE, INC.,
a Florida Corporation

ATTEST:

By: Melissa A. Davis
Melissa Ann Davis, Secretary

By: James H. Davis
James H. Davis, President

DAVIS SUPPLY, INC.,
a Florida Corporation

ATTEST:

By: Melissa A. Davis
Melissa Ann Davis, Secretary

By: James H. Davis
James H. Davis, President

DAVIS
HARDWARE, INC.
1982

PREPARED BY: J. HARRIS COOK, Esquire
7510 Ridge Road
Telephone: (727) 842-9105

Booth & Cook, P.A.
Port Richey, Florida 34668
Fax: (727) 848-7601

PLAN AND AGREEMENT OF MERGER

between

DAVIS HARDWARE, INC., a Florida Corporation

and

DAVIS SUPPLY, INC., a Florida Corporation

THIS AGREEMENT OF MERGER dated this 24th day of September, 1999, by and between **DAVIS HARDWARE, INC. ("Hardware")** and **DAVIS SUPPLY, INC. ("Supply")**,

WHEREAS, Hardware is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Supply is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS Hardware and **Supply** have agreed that **Hardware** shall merge into **Supply** upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transactions described above, **Hardware** and **Supply**, the constituent corporations to this agreement agree as follows:

1. **Hardware** and **Supply** agree that **Hardware** shall be merged into **Supply**, as a single corporation, upon the terms and conditions of this agreement and that **Supply** shall continue under the laws of the State of Florida as the surviving Corporation ("the surviving corporation"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors, and the capital stock of the surviving corporation shall be as appears in the articles of incorporation of **Supply** and the records and filings on file with the office

of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the Articles of incorporation are incorporated into this agreement. From and after the effective date and until further amended or restated as provided by law, the articles of incorporation separate and apart from this agreement shall be and may be separately certified as the articles of incorporation of the surviving corporation.

b. The articles of incorporation of **Hardware**, on the effective date, shall be amended by striking out all of the present Article I and substituting the new Article I, which shall read as follows: The name of this corporation shall be **Davis Supply, Inc.**

c. The bylaws of **Supply** in effect on the effective date, shall be the bylaws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the board of directors of the surviving corporation shall be the persons constituting the board of directors of **Supply** on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, the vacancy may be filled in the manner provided in the bylaws of the surviving corporation.

e. The persons who on the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of **Supply** on the effective date.

2. This agreement shall be submitted to the shareholders of **Hardware** and **Supply** (the "constituent corporations") for their consent and approval in accordance with Sec. 607.1101 of the Florida General Corporation Act and if it is adopted and approved in accordance with the laws of that state, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of **Hardware** into **Supply** shall become effective upon the filing of this agreement and appropriate Articles of Merger with the Secretary of State of the State of Florida. The date on which the merger of **Hardware** into **Supply** becomes effective is called in this instrument the "effective date" of the merger.

3. When this agreement shall have been approved, signed, acknowledged and filed, the separate existence of **Hardware** shall cease and **Hardware** shall be merged into the surviving corporation in accordance with this agreement and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all of the restrictions, disabilities, and duties of each of the constituent

corporations so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of each of the constituent corporations; and all property real, personal and mixed and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of **Hardware** shall be as follows:

- a. On the effective date each share of common stock, par value \$1.00 per share, of **Hardware** ("Hardware stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holders of shares of Hardware stock, shall be converted into and exchanged for one (1) share of **Supply** common stock, par value \$1.00 per share ("Supply stock").
- b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.
- c. Each issued and outstanding share of common stock, par value \$1.00 per share, of **Supply** ("Supply stock") shall continue as one share of common stock, par value \$1.00 per share of the surviving corporation. If the outstanding shares of Supply stock at any time between the date of this agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, merger or consolidation, the number and kind of shares into which the **Hardware** stock is to be converted shall be appropriate and equitably adjusted.

5. As soon as practicable after the effective date, **Supply** shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of **Hardware**, whose names are set forth in Schedule I of this agreement, certificates for the number of whole shares of **Hardware** stock to which they have become entitled under this agreement. After the effective date of the merger, each of those **Hardware** shareholders may surrender his certificate or certificates previously representing **Hardware** stock to **Supply**, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of **Supply** stock into which those shares of **Hardware** stock previously represented by the certificate or certificates so surrendered shall have been

converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of **Hardware** stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of **Supply** stock into which they shall have been converted. Unless and until that outstanding certificate, that before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of **Hardware** stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of **Supply** stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of **Hardware** stock.

6. All shares of **Supply** stock for and into which shares of **Hardware** stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of **Hardware** stock outstanding immediately before the effective date shall cease on the effective date to be a shareholder and shall have no rights respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the **Supply** stock for and into which their shares of **Hardware** stock have been converted and exchanged by the merger shall be to perfect the right of appraisal, if any, that the holders may have as dissenting shareholders.

7. **Hardware** and **Supply** shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with this contemplated merger.

8. Upon the effective date the transfer books of **Hardware** shall be closed and no transfer of shares of **Hardware** stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, and franchises of **Hardware**, the officers and directors of the constituent corporation shall execute and deliver all instruments and all action the surviving corporation may determine to be necessary or desirable in order to vest in and conform to the surviving corporation title to and possession of all those properties, assets privileges and franchises and otherwise to carry out the purposes of this agreement.

10. This agreement embodies the entire agreement between the parties. There have been no other agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

11. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon **Hardware** and **Supply**, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

12. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned being the owners of all of the issued and outstanding shares of stock of **Hardware** and all of the directors of said corporation do by signing this **PLAN AND AGREEMENT OF MERGER** unanimously consent in writing, pursuant to Sections 607.0704 and 607.0821 of the Florida General Corporation Act, to all of the matters contained herein and the constituent corporation **Hardware**, acting through its duly authorized officers, approve and consent to this agreement, and have signed this Plan and Agreement of Merger on the date indicated above.

Witnesses as to all parties:

William M. Shilly
Stan F. [Signature]

Shareholders and Directors (3):

James H. Davis
James H. Davis, shareholder and director

Clara Davis
Clara Davis, shareholder and director

Melissa A. Davis
Melissa Ann Davis, shareholder

Matthew Powell Davis
Matthew Powell Davis, shareholder and director

DAVIS HARDWARE, INC.

by: James H. Davis
James H. Davis, President

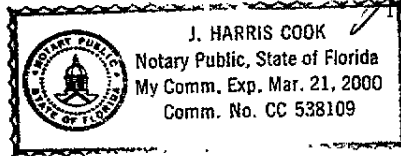
Attested:

Melissa A. Davis
Melissa Ann Davis, Secretary
(Corporate Seal)

DAVIS HARDWARE, INC.
1982

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24th day of September, 1999, by James H. Davis, as President and Melissa Ann Davis as Secretary of Davis Hardware, Inc., a Florida Corporation, who are personally known to me or who has produced as identification.



J. Harris Cook
NOTARY PUBLIC:

(Print, type or stamp name of Notary)
(Commission Number and Expiration Date)

IN WITNESS WHEREOF the undersigned being the owners of all of the issued and outstanding shares of stock of **Supply** and all of the directors of said corporation do by signing this **PLAN AND AGREEMENT OF MERGER** unanimously consent in writing, pursuant to Sections 607.0704 and 607.0821 of the Florida General Corporation Act, to all of the matters contained herein and the constituent corporation **Supply**, acting through its duly authorized officers, approve and consent to this agreement, and have signed this Plan and Agreement of Merger on the date indicated above.

Witnesses as to all parties:

William M. Shady
Stan F. Hill

Shareholders and Directors (3):

James H. Davis
James H. Davis, shareholder

Clara Davis
Clara Davis, shareholder and director

Melissa A. Davis
Melissa Ann Davis, shareholder and director

Matthew Powell Davis
Matthew Powell Davis, shareholder and director

DAVIS SUPPLY, INC.

by: *James H. Davis*
James H. Davis, President

Attested:

Melissa A. Davis
Melissa Ann Davis, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24th day of September, 1999, by James H. Davis, as President and Melissa Ann Davis as Secretary of Davis Supply, Inc., a Florida Corporation, respectively, who are personally known to me or who has produced _____ as identification.

J. Harris Cook
NOTARY PUBLIC:

(Print, type or stamp name of Notary)
(Commission Number and Expiration Date)

