

P98000006881



THE UNITED STATES  
CORPORATION  
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 686560 7107686

AUTHORIZATION :

COST *Retrueia P. 1000*

FILED  
98 JAN 30 PM 3:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : January 29, 1998

ORDER TIME : 3:41 PM

ORDER NO. : 686560-005

CUSTOMER NO: 7107686

CUSTOMER: Benjamin P. Butterfield, Esq  
Hughes Supply, Inc.  
Suite 200  
20 N. Orange Avenue  
Orlando, FL 32801

*Merger*  
*name*  
*change*  
100002417671--0

ARTICLES OF MERGER

CHAD SUPPLY, INC.

RECEIVED  
98 JAN 30 PM 4:22  
DIVISION OF CORPORATION

Name	
Availability	2/2/98
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Examiner	CSI MERGER CORPORATION
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PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

CHAD SUPPLY, INC., a Florida corporation F07364

INTO

CSI MERGER CORPORATION which changed its name to

**CHAD SUPPLY, INC.**, a Florida corporation, P98000006881.

File date: January 30, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00

**ARTICLES OF MERGER**  
**OF**  
**CHAD SUPPLY, INC.**  
**AND**  
**CSI MERGER CORPORATION**

**FILED**  
**98 JAN 30 PM 3:22**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

To the Secretary of State  
State of Florida

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

1. The attached Plan and Agreement of Merger (the "Plan of Merger") for merging Chad Supply, Inc., a Florida corporation ("Company"), with and into CSI Merger Corporation, a Florida corporation ("Merger Corp."), has been adopted by the respective Boards of Directors of Company and Merger Corp.

2. The merger has been duly approved by the shareholders of Company and Merger Corp. on January 29, 1998.

3. Merger Corp. shall continue in existence as the surviving corporation, but in accordance with Article IV, Section 4.1 of the Plan of Merger, the First Article of the Articles of Incorporation of Merger Corp. shall be amended to change the name of Merger Corp. from "CSI Merger Corporation" to "Chad Supply, 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 are filed with the Secretary of State of the State of Florida.

(The remainder of this page intentionally left blank.)

Executed as of the 30 day of Jan, 1998.

Attest:

Benjamin P. Butterfield  
Benjamin P. Butterfield,  
Secretary

"Merger Corp."

CSI MERGER CORPORATION

By:

A. Stewart Hall, Jr.  
A. Stewart Hall, Jr., Vice President

Attest:

Benjamin P. Butterfield  
Benjamin P. Butterfield,  
Secretary

HUGHES SUPPLY, INC.

By:

A. Stewart Hall, Jr.  
A. Stewart Hall, Jr., President

"Company"

CHAD SUPPLY, INC.

Attest:

James M. Chadwell  
Its: Secretary / Treasurer

By:

James M. Chadwell  
James M. Chadwell, President

## PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER, dated as of January 30, 1998 ("Plan of Merger") between CHAD SUPPLY, INC., a Florida corporation (the "Company"), HUGHES SUPPLY, INC., a Florida corporation ("Parent"), and CSI MERGER CORPORATION, a Florida corporation and a wholly-owned subsidiary of Parent ("Merger Corp."), (Company and Merger Corp. 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 January 30, 1998 (the "Acquisition Agreement") providing for the merger of Company into Merger Corp. 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 "Act").

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

### ARTICLE I

#### The Constituent Corporations

1.1 Company. The Company was incorporated under the laws of the State of Florida on December 1, 1980. The authorized Common Stock of the Company consists of 90 shares of \$1.50 par value common capital stock (hereinafter referred to as the "Company Common Stock").

1.2 Merger Corp. Merger Corp. was incorporated under the laws of the State of Florida on January 22, 1998. The authorized capital stock of Merger Corp. consists of 1,000 shares of Common Stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding (the "Merger Corp. 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 Merger Corp. (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 Act.

(b) Surviving Corporation. At the Effective Time of the Merger, the Company shall be merged with, and into, Merger Corp., and the separate corporate existence of the Company shall then cease. Merger Corp. (the "Surviving Corporation") shall be the surviving corporation in the Merger and the separate corporate existence of Merger Corp., 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 Act.

(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 Merger Corp., 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 "Chad Supply, 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 Merger Corp. 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 Merger Corp. immediately prior to the Effective Time of the Merger shall be the directors of Surviving Corporation after the Merger. The officers of Merger Corp. 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 Merger Corp. Remains Outstanding as Capital Stock of the Surviving Corporation. Each issued and outstanding share of the Merger Corp. Common Stock shall continue to be issued and outstanding as an issued and outstanding as a share of common stock of the Surviving Corporation. Each stock certificate of Merger Corp. evidencing ownership of any Merger Corp. 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, canceled in the Merger and the payment of the amount required with respect to Dissenting Shares under the Act 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 Merger Corp., 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 Merger Corp..

6.2 Termination of Acquisition Agreement. Notwithstanding the approval of this Plan of Merger by the shareholders of the Company and Merger Corp., this Plan of Merger shall terminate 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 Merger Corp., 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 Merger Corp., 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 local laws of the State of Florida.

6.6 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.

[Signature Page Follows]



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

"Merger Corp."

**CSIMERGER CORPORATION**

Attest: Benjamin P. Butterfield  
Benjamin P. Butterfield,  
Secretary

By: A. Stewart Hall, Jr.  
A. Stewart Hall, Jr., Vice President

"Parent"

**HUGHES SUPPLY, INC.**

Attest: Benjamin P. Butterfield  
Benjamin P. Butterfield,  
Secretary

By: A. Stewart Hall, Jr.  
A. Stewart Hall, Jr., President

"Company"

**CHAD SUPPLY, INC.**

Attest: James M. Chadwell  
Its: SECRETARY / TREASURER

By: James M. Chadwell  
James M. Chadwell, President

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