



THE UNITED STATES
CORPORATION
COMPANY

P98000006881

ACCOUNT NO. : 072100000032

REFERENCE : 053438 7107686

AUTHORIZATION : Patricia Pugh

COST LIMIT : \$ 78.75

ORDER DATE : December 4, 1998

ORDER TIME : 2:42 PM

ORDER NO. : 053438-005

100002704001--2

CUSTOMER NO: 7107686

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

RECEIVED
98 DEC 4 PM 3:36
DIVISION OF CORPORATION

ARTICLES OF MERGER

RAINBOW SALES COMPANY, INC.

INTO

CHAD SUPPLY, INC.

FILED
98 DEC -4 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

Jee 12/7

ARTICLES OF MERGER
Merger Sheet

MERGING:

RAINBOW SALES COMPANY, INC., a Virginia corporation

INTO

CHAD SUPPLY, INC., a Florida corporation, P98000006881

File date: December 4, 1998

Corporate Specialist: Teresa Brown

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER
OF
RAINBOW SALES COMPANY, INC.
AND
CHAD SUPPLY, INC.

FILED
98 DEC -4 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

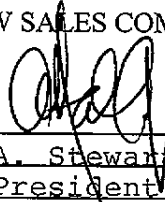
Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. The merger of Rainbow Sales Company, Inc. with and into Chad Supply, Inc. is permitted by the laws of the jurisdiction of organization of Rainbow Sales Company, Inc. and is in compliance with said laws.
2. Annexed hereto and made a part hereof is the Plan of Merger for merging Rainbow Sales Company, Inc., a Virginia corporation, with and into Chad Supply, Inc., a Florida corporation.
3. The date of adoption of the Plan of Merger by the board of directors and shareholders of Rainbow Sales Company, Inc. was December 3, 1998.
4. The board of directors and shareholders of Chad Supply, Inc. entitled to vote thereon approved and adopted the aforesaid Plan of Merger by unanimous written consent given on December 3, 1998 in accordance with the applicable provisions of the Florida Business Corporation Act.

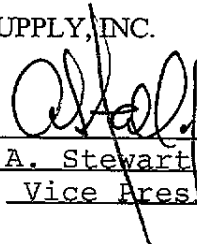
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3rd In witness whereof, the undersigned have executed these Articles of Merger this
day of Dec., 1998.

RAINBOW SALES COMPANY, INC.

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

CHAD SUPPLY, INC.

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

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER, dated as of December 3, 1998 ("Plan of Merger") between RAINBOW SALES COMPANY, INC., a Virginia corporation (the "Company") and CHAD SUPPLY, INC., a Florida corporation ("Chad Supply"), (Company and Chad Supply being collectively referred to in this Merger Agreement as the "Constituent Corporations").

RECITALS

A. Hughes Supply, Inc., Company, and the sole Shareholder of the Company entered into an Acquisition Agreement dated as of December 1, 1998 (the "Acquisition Agreement").

B. Hughes Supply, Inc. is the sole shareholder of Chad Supply and the sole shareholder of the Company.

C. 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 in accordance with the Florida Business Corporation Act and the Virginia Stock Corporation Act (the "Acts").

NOW, THEREFORE, the Constituent Corporations agree as follows:

ARTICLE I

The Constituent Corporations

1.1 Company. The Company was incorporated under the laws of the Commonwealth of Virginia. The authorized Common Stock of the Company consists of 2,000 shares of Common Stock, par value \$10.00 per share, of which 250 shares are issued and outstanding (the "Company Common Stock").

1.2 Chad Supply. Chad Supply was incorporated under the laws of the State of Florida. The authorized capital stock of Chad Supply consists of 1,000 shares of Common Stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding (the "Chad Supply 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 the Company.

ARTICLE III

The Merger

3.1 Merger; Effective Time; Surviving Corporation.

(a) Merger; Effective Time. The merger of Company with and into Chad Supply (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 and the State Corporation Commission of the Commonwealth of Virginia pursuant to the respective provisions of the Acts.

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

(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, Bylaws, Directors, and Officers of the Surviving Corporation

4.1 Articles of Incorporation. The Articles of Incorporation of Chad Supply in effect immediately prior to the Effective Time of the Merger 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 Bylaws of Chad Supply in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by law, the Articles of Incorporation, and the Bylaws of the Surviving Corporation.

4.3 Directors and Officers. The directors of Chad Supply immediately prior to the Effective Time of the Merger shall be the directors of Surviving Corporation after the Merger. The officers of Chad Supply 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 Bylaws of the Surviving Corporation.

ARTICLE V

Effect of the Merger on the Authorized Shares of the Constituent Corporations

5.1 Shares of Company Canceled. As of the Effective Time of the Merger, each certificate representing shares of the Company Common Stock shall be deemed canceled and extinguished and each issued and outstanding share of Company Common Stock shall be cancelled and extinguished.

5.2 Shares of Chad Supply Remain Outstanding as the Shares of the Surviving Corporation. Each issued and outstanding share of the Chad Supply 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 Chad Supply evidencing ownership of any Chad Supply shares shall continue to evidence ownership of the outstanding shares of common stock of the Surviving Corporation.

ARTICLE VI

Termination and Amendment

6.1 Mutual Consent. Notwithstanding the approval of this Plan of Merger by the shareholders of Company and Chad Supply, 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 Chad Supply.

6.2 Termination of Acquisition Agreement. Notwithstanding the approval of this Plan of Merger by the shareholders of the Company and Chad Supply, 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 or Chad Supply, 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 Chad Supply, 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.

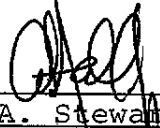
6.6 Counterparts. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument.

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

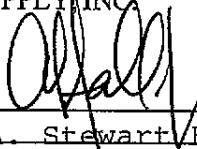
"Company"

RAINBOW SALES COMPANY, INC.

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

"Chad Supply"

CHAD SUPPLY, INC.

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