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660 East Jefferson Street

Address
Tallahassee, FL 32310 222-1092

City State Zip Phone

CORPORATION(S) NAME

200002555402--1
-06/11/98--01002--019
*****70.00 *****70.00

Merger
Name
Change

3G Newco, Inc.

200002555402--1
-06/11/98--01002--020
*****61.25 *****61.25

- ☐ Profit ☐ Amendment ☒ Merger
- ☐ NonProfit ☐ Dissolution/Withdrawal ☐ Limited Liability Company
- ☐ Foreign ☐ Annual Report ☐ Other
- ☐ Limited Partnership ☐ Name Registration ☐ Change of B.A.
- ☐ Reinstatement ☐ UCC-1 Financing Statement ☐ UCC-3 Filing
- ☐ Fictitious Name ☐ Photo Copies ☒ CUS
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DIVISION OF CORPORATIONS
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Re: Merger

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6/10

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ARTICLES OF MERGER
Merger Sheet

MERGING:

3G CORP HOLDINGS, INC., a Missouri corporation F97000006272

INTO

3G NEWCO, INC. which changed its name to

3G CORP HOLDINGS, INC., a Florida corporation, P98000051628

File date: June 10, 1998

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER
of
3G CORP HOLDINGS, INC. a Missouri corporation
WITH AND INTO
3G NEWCO, INC., a Florida corporation

Pursuant to the provisions of Section 351.430 of The General and Business Corporation Law of the State of Missouri (the "Missouri Statutes") and Section 607.1105 of the Florida Business Corporation Act (the "Florida Act"), the undersigned corporations enter into these Articles of Merger by which 3G CORP Holdings, Inc., a Missouri corporation, shall be merged with and into 3G Newco, Inc., a Florida corporation, all of the outstanding stock of which is owned by 3G CORP Holdings, Inc., a Missouri corporation, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to the applicable provisions of the Missouri Statutes and the Florida Act, and the undersigned corporations hereby certify as follows:

- FIRST: 3G CORP Holdings, Inc., a Missouri corporation, owns 100% of the issued and outstanding shares of stock of 3G Newco, Inc., a Florida corporation, and 3G Newco, Inc., a Florida corporation, is the surviving corporation.
- SECOND: A copy of the Plan is attached hereto and incorporated herein by this reference.
- THIRD: The merger shall become effective at the close of business on the date on which these Articles of Merger are filed with the Florida Department of State.
- FOURTH: The Plan was adopted on June 9, 1998, pursuant to Section 351.447 of the Missouri Statutes, by unanimous written consent of the directors of 3G CORP Holdings, Inc., a Missouri corporation, and, pursuant to Section 607.1104 of the Florida Act, by unanimous written consent of the directors of 3G Newco, Inc., a Florida corporation. Pursuant to the foregoing statutes, shareholder approval was not required for the merger of a parent into its wholly-owned subsidiary.
- FIFTH: The name of 3G Newco, Inc. is hereby changed to 3G CORP Holdings, Inc.

IN WITNESS WHEREOF, these Articles of Merger have been executed by 3G CORP Holdings, Inc. a Missouri corporation, as merging corporation, and by 3G Newco, Inc., a Florida corporation, as surviving corporation, this 9th day of June, 1998.

3G CORP HOLDINGS, INC.,
a Missouri corporation

3G NEWCO, INC.,
a Florida corporation

By: [Signature]
Name: GARY A. WATERS
Title: SECRETARY / VP

By: [Signature]
Name: GARY A. WATERS
Title: SECRETARY / VP

PLAN OF MERGER

This PLAN OF MERGER (hereinafter called "Plan") is dated the 9th day of June, 1998, by and between 3G CORP Holdings, Inc., a corporation organized and existing under the laws of the State of Missouri ("Parent"), and 3G Newco, Inc., a corporation organized and existing under the laws of the State of Florida ("Subsidiary" or "Surviving Corporation").

RECITALS

Parent owns 100% of the outstanding capital stock of Subsidiary. The respective boards of directors of Parent and Subsidiary have determined that it is advisable and to the advantage and welfare of Parent and its shareholders that Parent be merged with and into Subsidiary on the terms herein set forth for the purpose of moving the Corporation's domicile from Missouri to Florida. The respective boards of directors of Subsidiary and Parent, by resolutions duly adopted, have approved and adopted this Plan. Shareholder approval is not required pursuant to Section 607.1104(1)(a) of the Florida Business Corporation Act and Section 351.447 of The General and Business Corporation Law of the State of Missouri.

NOW, THEREFORE, Subsidiary and Parent, in consideration of the premises and of the mutual provisions, agreements and covenants herein contained and in accordance with the applicable statutes of Florida and Missouri, hereby agree as follows:

ARTICLE I

Corporate Existence of the Surviving Corporation

At the Effective Time (defined below), Parent shall be merged with and into Subsidiary (the "Merger"), and Subsidiary shall be the Surviving Corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger and the corporate identity, existence, purposes, powers, franchises, rights and immunities of the Parent shall be merged into the Surviving Corporation; and the Surviving Corporation shall be fully vested therewith. The separate existence of the Parent, except insofar as otherwise specifically provided by law, shall cease at the Effective Time, whereupon the Parent and the Surviving Corporation shall be and become one single corporation.

ARTICLE II

Articles of Incorporation of Surviving Corporation

The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, except that the name of the Surviving Corporation shall be 3G CORP Holdings, Inc.

ARTICLE III

Bylaws of Surviving Corporation

The bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall continue in full force and effect as the bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

Directors and Officers of Surviving Corporation

The duly qualified and acting directors and officers of Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each such director or officer to hold office until the term for which he has previously been elected shall expire and until his successor has been elected and qualified.

ARTICLE V

Cancellation, Conversion and Exchange of Shares

(a) The manner of carrying into effect the Merger provided in this Plan shall be as follows:

(b) Prior to the Merger all outstanding shares of the Surviving Corporation's Common Stock are owned by Parent. At the Effective Time of the Merger, each share of the Surviving Corporation's Common Stock issued and outstanding shall be retired, canceled and extinguished and no shares of Common Stock of the Surviving Corporation or other consideration shall be issued in respect thereof or exchanged therefor.

(c) Immediately following the Effective Time of the Merger, each share of Parent's Common Stock outstanding and owned of record immediately prior to the Effective Time of the Merger shall continue to represent one issued share of Common Stock of the Surviving Corporation. Each holder of an outstanding certificate or certificates which prior to the Effective Time of the Merger represented shares of the Parent's Common Stock shall surrender same to the Surviving Corporation or its designated agent for cancellation, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the certificate or certificates so surrendered shall have been converted, as aforesaid. Until surrendered to and canceled by the Surviving Corporation, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of the Parent's Common Stock, shall be deemed for

all corporate purposes to evidence the number of shares of Surviving Corporation's Common Stock into which the same shall have been converted, as aforesaid.

(d) Immediately following the Effective Time of the Merger, each share of Parent's Series A Preferred Stock outstanding and owned of record immediately prior to the Effective Time of the Merger shall continue to represent one issued share of Series A Preferred Stock of the Surviving Corporation. Each holder of an outstanding certificate or certificates which prior to the Effective Time of the Merger represented shares of the Parent's Series A Preferred Stock shall surrender same to the Surviving Corporation or its designated agent for cancellation, and each such holder shall be entitled upon such surrender to receive in exchange therefor, a certificate or certificates representing the number of shares of the Surviving Corporation's Series A Preferred Stock into which the certificate or certificates so surrendered shall have been converted, as aforesaid. Until surrendered to and canceled by the Surviving Corporation, each certificate, which prior to the Effective Time of the Merger represented outstanding shares of the Parent's Series A Preferred Stock, shall be deemed for all corporate purposes to evidence the number of shares of Surviving Corporation's Series A Preferred Stock into which the same shall have been converted, as aforesaid. The designations, preferences, voting powers, relative, participating, optional or other special rights and privileges, and the qualifications, limitations and restrictions of the Series A Preferred Stock of the Surviving Corporation shall be identical to the designations, preferences, voting powers, relative, participating, optional or other special rights and privileges, and the qualifications, limitations and restrictions of the Series A Preferred Stock of the Parent.

(e) Immediately following the Effective Time of the Merger, each warrant to purchase common stock of Parent (a "Parent Warrant") outstanding and owned of record immediately prior to the Effective Time of the Merger shall continue to represent one warrant to purchase common stock of the Surviving Corporation (a "Surviving Corporation Warrant"). Each holder of an outstanding Parent Warrant shall surrender same to the Surviving Corporation or its designated agent for cancellation, and each such holder shall be entitled upon surrender to receive in exchange therefore, an equal number of Surviving Corporation Warrants. The terms of the Surviving Corporation Warrants shall be identical to the terms of the Parent Warrants.

ARTICLE VI

Effective Time of Merger

The "Effective Time" of the Merger shall be the close of business on the date on which Articles of Merger are filed with the Florida Department of State or such other date set forth therein.

ARTICLE VII

Assets and Liabilities

At the Effective Time of the Merger, all the assets and liabilities of Parent shall become vested in the Surviving Corporation. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of Parent. All assets, liabilities, choses in action, and every other interest, of or belonging to or due to Parent shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Neither the rights of creditors nor any liens upon the property of Parent shall be impaired by the Merger. From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation and its successors and assigns title to and possession of all the property, rights, privileges, powers and franchises of Parent and otherwise to carry out the intent and purposes of this Plan.

ARTICLE VIII

Conditions and Termination

The parties hereto may terminate this Plan prior to the Effective Time of the Merger by delivery to the other party or parties of written notice of such termination prior to the Effective Time of the Merger, and thereupon this Plan shall be terminated without further liability of any party in favor of the other.

ARTICLE IX

State of Missouri/Service of Process/Dissenting Shareholders

Section 351.458 of The General and Business Corporation Law of Missouri requires that this statement be filed with the Missouri Secretary of State.

It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of Missouri:

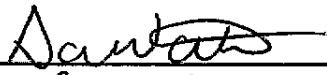
a. The Surviving Corporation may be served with process in the State of Missouri in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Missouri which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Missouri against the Surviving Corporation;

b. The Secretary of State of the State of Missouri shall be and hereby is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding; the address to which the service of process is any such proceeding shall be mailed is One Independent Drive, Suite 2909, Jacksonville, Florida 32202; and

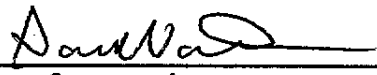
c. The Surviving Corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Missouri which is a party to the Merger the amount, if any, to which they shall be entitled under the provisions of The General and Business Corporation Law of Missouri with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be signed by their respective officers thereunto duly authorized in accordance with the requirements of the Florida Business Corporation Act and The General and Business Corporation Law of Missouri this 9th day of June, 1998.

3G CORP HOLDINGS, INC.,
a Missouri corporation

By: 
Name: GARY A. WOSENS
Title: SECRETARY / VP

3G NEWCO, INC.,
a Florida corporation

By: 
Name: GARY A. WOSENS
Title: SECRETARY / VP