

P99000097466

REBECCA F. BUTLER
ATTORNEY AT LAW
THE WHITE HOUSE, SUITE 2
221 WEST LEXINGTON AVENUE
ELKHART, INDIANA 46516

REBECCA F. BUTLER
NORMAN L. BURGGRAF, JR.

TEL: (219) 522-0724
FAX: (219) 522-5856

January 20, 2000

FILED
00 JAN 19 AM 11:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA DEPARTMENT OF STATE
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 33299

U.P.S. OVERNITE LETTER

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-01/19/00--01057--002
*****70.00 *****70.00

Re: Articles of Merger
BOWDOIN IMPORTING, INC. (surviving corporation)
and BMI INTERNATIONAL, INC. (merging corporation)

Gentlemen:

Please find enclosed original and two copies of Articles of Merger relative to BMI INTERNATIONAL, INC., (an Indiana corporation) being merged into BOWDOIN IMPORTING, INC., (a Florida corporation).

I also enclose my check in the amount of \$70.00 representing the \$35.00 filing for each party to this transaction. Please return a file-marked and approved copy of the Articles of Merger to my office in the enclosed stamped, self-addressed envelope.

Very truly yours,



Rebecca F. Butler

RFB:sw
Enclosures

Merger

V. SHEPARD JAN 28 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

BMI INTERNATIONAL, INC., an Indiana corporation not qualified in Florida

INTO

BOWDOIN IMPORTING, INC., a Florida entity, P99000097466.

File date: January 19, 2000

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
(Profit Corporations)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation are:

<u>Name</u>	<u>Jurisdiction</u>
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BOWDOIN IMPORTING, INC.	Florida
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Second: The name and jurisdiction of each merging corporation are:

<u>Name</u>	<u>Jurisdiction</u>
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BMI INTERNATIONAL, INC.	Indiana
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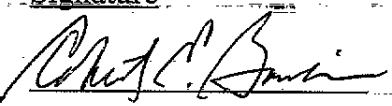

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation.
The Plan of Merger was adopted by the shareholders of the surviving corporation on January 1, 2000.

Sixth: Adoption of Merger by merging corporation.
The Plan of Merger was adopted by the Shareholders of the merging corporation on January 1, 2000.

Seventh: **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed Name/Title</u>
BOWDOIN IMPORTING, INC.		Robert E. Bowdoin, President
BMI INTERNATIONAL, INC.		Robert E. Bowdoin, President

PLAN AND AGREEMENT OF REORGANIZATION

by merger of

BMI INTERNATIONAL, INC. (an Indiana corporation)

with and into

BOWDOIN IMPORTING, INC. (a Florida corporation)

under the name of

BOWDOIN IMPORTING, INC.

This is a Plan and Agreement of Merger (collectively referred to herein as the “Plan”) between BMI INTERNATIONAL, INC., an Indiana corporation (referred to herein as the “Merging Corporation”), and BOWDOIN IMPORTING, INC., a Florida corporation (referred to herein as the “Surviving Corporation”).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01 A Plan of merger of the Merging Corporation and the Surviving Corporation, pursuant to the provisions of Chapter 40 of Title 23 of Indiana Code and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Corporation shall be merged with and into the Surviving Corporation to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be BOWDOIN IMPORTING, INC.

(c) When this Plan shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with its own assets.

(e) The shareholders of the Merging Corporation will surrender all of their shares to be absorbed by the Surviving Corporation, as the Surviving Corporation is the ultimate parent corporation.

(f) No shares will be issued by the Surviving Corporation to the Merging Corporation, whose corporate existence will cease.

(g) The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

Effective Date

1.02 The effective date of the merger (herein referred to as "Effective Date") shall be the later of January 1, 2000, or the date of the merger is approved by the Secretary of State of Florida.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF
CONSTITUENT CORPORATIONS**

Merging Corporation

2.01 As a material inducement to the Surviving Corporation to execute this Plan and perform its obligations under this Plan, the Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) The Merging Corporation is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Indiana, with corporate power and authority to own property and carry on its business as it is now being conducted. The Merging Corporation is not qualified as foreign corporations to transact business in any other jurisdiction.

(b) The Merging Corporation has an authorized capitalization of \$1,000.00, consisting of one thousand (1,000) shares of common stock, of which five hundred (500) shares are validly issued and outstanding, fully paid and non-assessable on the date of this Plan.

(c) The Merging Corporation has furnished the Surviving Corporation with its most current audited balance sheets and other financial statements. These financial statements (i) are in accordance with the books and records of the Merging Corporation; (ii) fairly present its financial condition as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future

with regard to any of its contracts or commitments. Specifically, but not by way of limitation, the financial statements disclose, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of the Merging Corporations at the date thereof, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of the Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with regard to the periods covered by the returns have been paid. The Merging Corporation has not been delinquent in the payment of any tax or assessment.

The Surviving Corporation

2.02 As a material inducement to the Merging Corporation to execute this Plan and perform its obligations under this Plan, the Surviving Corporation represents and warrants to the Merging Corporations as follows:

(a) The Surviving Corporation is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. It is not qualified as a foreign corporation to transact business in any other jurisdiction.

(b) The Surviving Corporation has an authorized capitalization of \$1,000.00, consisting of one thousand (1,000) shares of common stock, no par value, of which one hundred (100) shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Plan.

Securities Laws

2.03 The merger of these two closely held private corporations is exempt from state and federal securities laws.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business Limitations

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, the Merging Corporation shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders and Filing

3.02 This Plan shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Indiana.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01 The holders of shares of the Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date. No

additional shares of the Surviving Corporation will be issued to the Merging Corporation.

Shares of Surviving Corporation

4.02 The currently outstanding one hundred (100) shares of common stock of the Surviving Corporation shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

5.01 (a) The present Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.02 (b) All persons who as of the Effective Date of the merger shall be executive or administrative officers of the Surviving Corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. ARTICLES AND BYLAWS

Articles of Surviving Corporation

6.01 The articles of incorporation of the Surviving Corporation, existing on

the Effective Date of the merger, shall continue in full force as the articles of incorporation of the Surviving Corporation until they are altered, amended, or repealed as provided in the articles or as provided by law.

Bylaws of Surviving Corporation

6.02 The bylaws of the Surviving Corporation, existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until they are altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES AND EXPENSES OF THE MERGING CORPORATIONS

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Corporation, or by or on behalf of the Surviving Corporation, pursuant to this Plan shall be deemed representations and warranties made by the respective parties to each other under this Plan. The covenants, representations, and warranties of the parties shall survive for a period of three years after the Effective Date. No inspection, examination or audit made on behalf of the parties shall act as a waiver of any representation or warranty made under this Plan.

Expenses

7.02 The Surviving Corporation shall bear all expenses incurred in connection

with this Plan and the transactions contemplated by this Plan.

ARTICLE 8. TERMINATION

8.01 This Plan may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of either of the constituent corporations, by mutual consent of the Board of Directors of the constituent corporations.

8.02 Upon mutual termination of the Plan, each constituent corporation shall be liable for its own costs and expenses incident to this Plan. There shall be no other liability on the part of either constituent corporation as a result of the termination.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 The Merging Corporation agrees that, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions that the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Plan, and otherwise

to carry out the intent and purposes of this Plan.

Notices

9.02 Any notice or other communication required or permitted under this plan shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

(a) In the case of the Merging Corporation to Robert E. Bowdoin, c/o 822 Middlebury Street, Elkhart, Indiana 46516, or to such other person or address as to Merging Corporation may request in writing.

(b) In the case of the Surviving Corporation to Robert E. Bowdoin, 4019 Royal Wood Blvd., Naples, FL 34112, or to such other person or address as the Surviving Corporation may request in writing.

Entire Plan; Counterparts

9.03 This Plan contains the entire plan between the parties with regard to the contemplated transaction. This Plan may be executed in any number of counterparts, all of which taken together shall be deemed on original.

Controlling Law

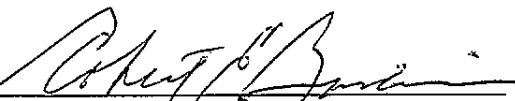
9.04 The validity, interpretation, and performance of this Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Plan was executed on this 1st day of January,

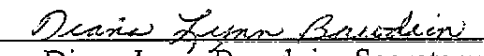
2000.

MERGING CORPORATION:

BMI INTERNATIONAL, INC.

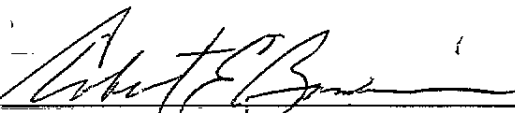
By: 
Robert E. Bowdoin, President

ATTEST:


By: 
Diana Lynn Bowdoin, Secretary

SURVIVING CORPORATION:

BOWDOIN IMPORTING, INC.

By: 
Robert E. Bowdoin, President

ATTEST:

By: 
Diana Lynn Bowdoin, Secretary