

Document Number Only

V32694

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

FILED
98 SEP 22 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

200002646332--1
-09/22/98--01071--006
*****52.50 *****52.50

Houndhound Holdings, INC., A Delaware Corporation,

merging INTO: Houndhound Corporation, A Florida Corporation

200002646332--1
-09/22/98--01071--005
*****70.00 *****70.00

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call if Problem

☒ Merger

☐ Mark

☐ Other UCC Filing

☐ Change of S.A.

☐ Fic. Name

☐ CUS

☐ After 4:30

☒ Pick Up

☐ Limited Partnership

☐ Reinstatement

☒ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

Name

Availability

Document

Examiner

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Verifier

Acknowledgment

W.P. Verifier

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9/22

JEFF BUTTERFIELD

ARTICLES OF MERGER
Merger Sheet

MERGING:

HOVEROUND HOLDINGS, INC., a Delaware corporation

INTO

HOVEROUND CORPORATION, a Florida corporation, V32694

File date: September 22, 1998

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER

OF

HOVEROUND HOLDINGS, INC., A DELAWARE CORPORATION

INTO

HOVEROUND CORPORATION, A FLORIDA CORPORATION

FILED
98 SEP 22 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1105 of the Florida Statutes, Hoveround Holdings, Inc., a Delaware corporation (the "Merged Corporation"), and Hoveround Corporation, a Florida corporation (the "Surviving Corporation"), adopt the following Articles of Merger for the purpose of merging Merged Corporation with and into the Surviving Corporation.

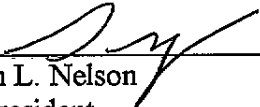
First : The Plan of Merger is attached .

Second : The Plan of Merger was adopted by the Board of Directors and shareholders of Merged Corporation by unanimous written consent dated as of September 17, 1998 and by the Board of Directors and shareholders of the Surviving Corporation by unanimous written consent dated as of September 17, 1998 in accordance with the provisions of section 607.1103 of the Florida Statutes.

Third : The merger shall become effective as of September 18, 1998.


IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 17th day of September, 1998.

HOVEROUND HOLDINGS, INC.



Name : Gordon L. Nelson
Title : Vice President

HOVEROUND CORPORATION



Name : Gordon L. Nelson
Title : Vice President

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of September 18, 1998, between Hoveround Holdings, Inc., a Delaware Corporation ("Old Hoveround"), and Hoveround Corporation, a Florida corporation ("New Hoveround"). Old Hoveround and New Hoveround are sometimes referred to herein as the "Constituent Corporations."

The Constituent Corporations propose that Old Hoveround be merged with and into New Hoveround, with New Hoveround being the surviving corporation (the "Merger").

The respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of each such corporation and their respective stockholders that Old Hoveround be merged with and into New Hoveround as provided in this Agreement, and they have accordingly adopted resolutions approving this Agreement, and directing the submission of this Agreement to the stockholders of the Constituent Corporations.

Therefore, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

THE MERGER

1.1 On the Effective Date (as defined in Section 7.1 hereof) of the Merger, Old Hoveround shall be merged with and into New Hoveround, and New Hoveround shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of Old Hoveround shall thereupon cease. A Certificate of Merger ("Certificate") in the form attached hereto as Exhibit A shall be filed to effectuate and evidence the Merger. (New Hoveround, as the surviving corporation, is sometimes referred to as the "Surviving Corporation"). The Merger shall be pursuant to the provisions of and with the effect provided in the Delaware General Corporation Law and the Florida Business Corporation Act.

ARTICLE II

CERTIFICATE OF INCORPORATION AND BY-LAWS

2.1 On the Effective Date, the certificate of incorporation and by-laws of New Hoveround, as in effect immediately prior to the Effective Date, shall be the certificate of incorporation and by-laws, respectively, of the Surviving Corporation, until duly amended in accordance with the law.

ARTICLE III

OBLIGATIONS PRIOR TO EFFECTIVE DATE

3.1 Each of Old Hoveround and New Hoveround shall be responsible for its own obligations, prior to the Effective Date including, but not limited to, costs associated with the termination of its employees.

ARTICLE IV

MANNER AND BASIS OF CONVERTING SHARES

4.1 On the Effective Date of the Merger:

(a) Each share of Old Hoveround Common Stock shall, by virtue of the Merger, and without any action on the part of the holder thereof, be cancelled and retired and cease to exist.

(b) Each share of New Hoveround Common Stock then issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and represent the same number of shares so that the stockholders of New Hoveround will become the stockholders of the Surviving Corporation.

ARTICLE V

RIGHTS AND DUTIES OF NEW HOVEROUND AS THE SURVIVING CORPORATION

5.1 At the Effective Date of the Merger, for all purposes the separate existence of Old Hoveround shall cease, and Old Hoveround shall be merged with and into New Hoveround, which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations so merged; and all and singular, rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions and all other things in action or belonging to each of such Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in any of such Constituent corporations, shall not revert or be in any way impaired by reason of the Florida Business

Corporation Act; provided that all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title of any property or rights of Old Hoveround, the last acting officers and directors of Old Hoveround, as the case may be, or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 On the Effective Date, the Directors and Officers of New Hoveround shall be the Directors and Officers of Old Hoveround with equivalent offices, except that Thomas H. Quinn shall not serve as an officer of New Hoveround and Steven C. Straus shall serve as the Chief Executive Officer of New Hoveround.

ARTICLE VII

EFFECTIVE DATE

7.1 As used in this Agreement, the term "Effective Date" shall mean as of the filing of the appropriate documents with the Secretary of State for each of the State of Delaware and the State of Florida, including the Certificate.

7.2 The Secretaries or Assistant Secretaries, as the case may be, of the Constituent Corporations, by attesting to and executing this Agreement, hereby certify that the requisite stockholder vote for approval of the Merger by the stockholders of such Constituent Corporation has been obtained.

ARTICLE VIII

TERMINATION

8.1 This Agreement shall be terminated if the Certificate has not been filed by September 30, 1998, without further action by the parties hereto, and in such event this Agreement shall have no further force or effect and there shall be no liability on the part of the parties hereto except to the extent otherwise provided in the Agreement.

ARTICLE IX

COUNTERPARTS

9.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.


ARTICLE X

AMENDMENT


10.1 Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the Constituent Corporations, duly authorized by each of their respective Board of Directors, at any time prior to the Effective Date; provided, however, that no such amendment, modification or supplement shall reduce the amount or change the form of the consideration to be paid to the stockholders in accordance with Article IV hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


HOVEROUND HOLDINGS, INC. ("OLD HOVEROUND")

By 
Name: Gordon L. Nelson
Title: Vice President

ATTEST:


By _____
Name: James B. Carlson
Title: Assistant Secretary

HOVEROUND CORPORATION ("NEW HOVEROUND")

By 
Name: Gordon L. Nelson
Title: Vice President

ATTEST:



By _____
Name: James B. Carlson
Title: Assistant Secretary

EXHIBIT A

Certificate of Merger

CERTIFICATE OF MERGER

OF

HOVEROUND HOLDINGS, INC.

WITH AND INTO

HOVEROUND CORPORATION

**UNDER SECTION 252 OF THE GENERAL CORPORATION LAW
OF THE STATE OF DELAWARE**

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, Hoveround Corporation, a Florida corporation ("Company"), hereby certifies to the following information relating to the merger of Hoveround Holdings, Inc., a Delaware corporation ("Old Hoveround"), with and into the Company (the "Merger"), pursuant to the Agreement and Plan of Merger, dated as of September 18, 1998, between the Company and Old Hoveround (the "Merger Agreement").

1. The names and states of incorporation of Old Hoveround and Company, which are the constituent corporations in the Merger (the "Constituent Corporations"), are:

<u>Name</u>	<u>State</u>
Hoveround Corporation,...	Florida
Hoveround Holdings, Inc.	Delaware

2. A Merger Agreement between the parties to the Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

3. The name of the surviving corporation with respect to the Merger is Hoveround Corporation (the "Surviving Corporation").

4. The Surviving Corporation may be served with process in Delaware with respect to any proceeding for enforcement of any obligation of any Constituent Corporation of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to section 262 of the General Corporation Law of Delaware. The Secretary of State of Delaware shall be irrevocably appointed as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of

such process shall be mailed by the Secretary of State is : c/o Jordan Industries, Inc., 1751 Lake Cook Road, Deerfield, IL 60015.

5. Pursuant to the Merger Agreement, the Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Corporation.

6. Pursuant to the Merger Agreement, the By-Laws of the Company shall be the By-Laws of the Surviving Corporation.

7. Pursuant to the Merger Agreement, the Directors of the Company shall be the Directors of the Surviving Corporation.

8. Pursuant to the Merger Agreement, the Officers of the Company shall be the Officers of the Surviving Corporation.

9. Pursuant to the Merger Agreement, and as a result of the Merger, all shares of Old Hoveround are cancelled while all shares of the Company will continue unchanged and represent the same number of shares and will evidence ownership of the Surviving Corporation.

10. The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, c/o Jordan Industries, Inc., 1751 Lake Cook Road, Deerfield, IL 60015, and a copy of the Merger Agreement will be furnished by the Surviving Corporation without cost, upon the request of any stockholder of the Constituent Corporations.


11. This Merger shall become effective immediately upon the filing of this Certificate of Merger.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on 18 day of September, 1998.

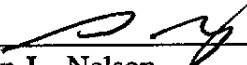
HOVEROUND HOLDINGS, INC. ("OLD HOVEROUND")

By 
Name: Gordon L. Nelson
Title: Vice President


Attest:

By 
Name: James B. Carlson
Title: Assistant Secretary

HOVEROUND CORPORATION ("COMPANY")

By 
Name: Gordon L. Nelson
Title: Vice President

Attest:

By 
Name: James B. Carlson
Title: Assistant Secretary