

427984

GIBBONS, TUCKER, MILLER, WHATLEY & STEIN

A Professional Association
Attorneys and Counsellors at Law

SUITE 1000, BANK OF AMERICA PLAZA
101 EAST KENNEDY BLVD., TAMPA, FLORIDA 33602

Telephone: (813) 228-7841

Telecopier: (813) 228-7848

December 28, 2001

IN REPLY REFER TO:

B38/731944

VIA FEDERAL EXPRESS
AIRBILL NO. 8236 3697 8138

Department of State, State of Florida
Division of Corporations
Corporate Filings
Attention: Amendment Section
409 East Gaines Street
Tallahassee, FL 32399

FILED
01 DEC 28 PM 2:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: Beltram Supply, Inc. merger into Beltram Edge Tool Supply, Inc.

*Effective
12/31/2001*

Ladies/Gentlemen:

Enclosed herewith please find Articles of Merger dated December 27, 2001, merging Beltram Supply, Inc., a Florida corporation, into Beltram Edge Tool Supply, Inc., a Florida corporation, effective December 31, 2001.

Also enclosed is this firm's check payable to the Secretary of State, State of Florida, in the amount of \$78.75, which represents a \$70.00 filing fee for the Articles of Merger (there are two parties to the merger) and \$8.75 for a certified copy of the Articles. After filing the Articles, please return the certified copy to my office in Tampa, Florida.

Please call the undersigned if you require anything further.

600004742476--1
-12/28/01--01036--014
*****78.75 *****78.75

Very truly yours,

Jacqueline B. Whatley

Jacqueline B. Whatley

JBW/km

Enclosures

letter/beltram.fl sec of state re merger 122801

*Amanda Wilcox
gave authorization
to print name of
vice president
- by Roworth
9-02
22*

*merger
1-9
21*

ARTICLES OF MERGER
Merger Sheet

MERGING:

BELTRAM SUPPLY, INC., A FLORIDA CORP, # H02618

INTO

BELTRAM EDGE TOOL SUPPLY, INC., a Florida entity, 427984

File date: December 28, 2001, effective December 31, 2001

Corporate Specialist: Anna Chesnut

**ARTICLES OF MERGER OF
BELTRAM SUPPLY, INC., A FLORIDA CORPORATION,
INTO/WITH BELTRAM EDGE TOOL SUPPLY, INC.,
A FLORIDA CORPORATION**

Articles of Merger between Beltram Supply, Inc., a Florida corporation (“Subsidiary”), and Beltram Edge Tool Supply, Inc., a Florida corporation (“Parent”).

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the “Act”), Parent and Subsidiary adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated December 27, 2001 (“Plan of Merger”), was adopted by the Board of Directors of Parent by unanimous consent on December 27, 2001. Shareholder approval of the Plan of Merger is not required by the shareholders of either the Parent or the Subsidiary pursuant to Section 607.1104 of the Act.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of the Subsidiary, Beltram Supply, Inc., will be acquired by means of a merger of Subsidiary into the Parent, Beltram Edge Tool Supply, Inc., with the Parent as the surviving corporation (“Merger”).

3. The Plan of Merger is attached hereto as Exhibit “A” and is incorporated by reference as if fully set forth herein.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be December 31, 2001, at 11:59 p.m., provided these Articles are filed with the Secretary of State, State of Florida, prior to such date and time; if not, the Effective Date shall be the date of the filing of these Articles of Merger with the Secretary of State, State of Florida.

IN WITNESS WHEREOF, the parties have set their hands and seal this 27th day of December, 2001.

PARENT:
BELTRAM EDGE TOOL SUPPLY, INC.,
a Florida corporation,

(Corporate Seal)

BY: Kathleen McCain
Vice President

SUBSIDIARY:
BELTRAM SUPPLY, INC., a Florida
corporation,

(Corporate Seal)

BY: John Roworth
Vice President

CORP/Beltram/art of merger

Exhibit "A"

**AGREEMENT AND PLAN OF MERGER
OF BELTRAM SUPPLY, INC., A FLORIDA CORPORATION,
INTO BELTRAM EDGE TOOL SUPPLY, INC.,
A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated December 27, 2001,
made by and among Beltram Edge Tool Supply, Inc., a Florida corporation
("Parent"), and Beltram Supply, Inc., a Florida corporation ("Subsidiary")
(collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent
being the surviving corporation (the "Merger") upon the terms and subject to the
conditions set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Subsidiary has authorized and outstanding 100,000 shares of
common stock; and

WHEREAS, Parent owns 100% of Subsidiary's outstanding common stock;
and

WHEREAS, the Board of Directors of Parent has determined that it is
advisable that Subsidiary be merged into Parent, on the terms and conditions set forth,

in accordance with Section 607.1104 of the Florida Business Corporation Act (the “Act”), and

WHEREAS, the Parent as the sole shareholder of the Subsidiary has waived in writing notice of the Merger.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I
THE MERGER

1. The term “Effective Date” shall mean the latter of December 31, 2001, at 11:59 p.m., or the date on which the Articles of Merger are filed with the Florida Department of State.

2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the State of Florida.

3. The Plan of Merger has been approved by the Directors of the Parent in accordance with Section 607.1104 of the Act. Parent as the sole shareholder of Subsidiary has approved the Merger in writing and has waived in writing any notice of the Plan of Merger. There are no other shareholders of the Subsidiary other than Parent. Accordingly, no notice of the Merger is required to be sent to any other shareholders of Subsidiary.

ARTICLE II **EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all of the rights, privileges, immunities, and the franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in Section 607.1106 of the Act.

ARTICLE III **TERMS OF THE TRANSACTION**

Each share of the Subsidiary's common stock issued and outstanding on the Effective Date and all rights in respect thereof shall be cancelled and all of the properties and assets of the Subsidiary shall become the property and assets of the Parent by virtue of the Merger.

ARTICLE IV **DISSENTER'S RIGHTS**

Pursuant to Florida Statute Section 607.1104(1)(a) of the Act, no vote of the Parent's or the Subsidiary's shareholders is required to approve the Merger.

ARTICLE V
ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions hereof, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and to do all things necessary or proper to vest, perfect or confirm title to such property or rights in Parent.

ARTICLE VI
EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VII
AMENDMENT

At any time before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Directors of Parent may amend this Plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Florida Department of State.

ARTICLE VIII
TERMINATION

If, for any reason, consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by Resolution of the Board of Directors of Parent. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this 27th day of December, 2001.

PARENT:
BELTRAM EDGE TOOL SUPPLY, INC.,
a Florida corporation,

(Corporate Seal)

BY: *Kathleen McCain*
Vice President

SUBSIDIARY:
BELTRAM SUPPLY, INC., a Florida
corporation,

(Corporate Seal)

BY: *John Roworth*
Vice President *John Roworth*