

P95000086643

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

OIL HANDLERS, INC., a Florida corporation, L77295

INTO

OH DISTRIBUTORS, INC., a Florida corporation, P95000086643.

File date: December 30, 1996 , effective December 31, 1996

Corporate Specialist: Darlene Connell

Account number: 072100000032

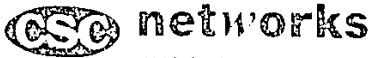
Account charged: 70.00

P95000086643

1201 HAYS STREET
TALLAHASSEE, FL 32302-2600
904-222-1171
904-222-1391 FAX

800-362-8080

FILED
96 DEC 30 PM 12:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



ACCOUNT NO. : 072100000032

REFERENCE : 204663 8739A

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia P. P. P.

ORDER DATE : December 30, 1996

ORDER TIME : 10:50 AM

ORDER NO. : 204663-005

600002041156--1

CUSTOMER NO: 8739A

CUSTOMER: Ms. Bonnie J. Peck
Siegel & Lipman
Suite 801
5355 Town Center Road
Boca Raton, FL 33432

EFFECTIVE DATE
12-31-96

ARTICLES OF MERGER

OIL HANDLERS, INC.

INTO

OH DISTRIBUTORS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:

Merger
De

RECEIVED
35 DEC 31 PM 12:05
DIVISION OF CORPORATION

12/31/96



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

December 30, 1996

CSC NETWORKS
DEBORAH SCHRODER
TALLAHASSEE, FL

SUBJECT: OH DISTRIBUTORS, INC.
Ref. Number: P95000086643

RECEIVED
96 DEC 31 14:33
DIVISION OF CORPORATIONS
RESUBMIT
Please give original
submission date as file date.

We have received your document for OH DISTRIBUTORS, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

The name and capacity of the person signing the document must be noted beneath or opposite the signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6906.

Darlene Connell
Corporate Specialist

Letter Number: 396A00057688

ARTICLES OF MERGER
(Florida)

OF

OIL HANDLERS, INC., a Florida corporation,

INTO

OH DISTRIBUTORS, INC., a Florida corporation

FILED
96 DEC 30 PM 12:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, hereby execute the following Articles of Merger:

FIRST: The plan of merger is as follows:

1. The name of the surviving corporation is OH DISTRIBUTORS, INC., a Florida corporation.

2. The terms and conditions of the proposed merger are as follows:


Upon the effective date of the merger, OH DISTRIBUTORS, INC., will acquire all of the issued and outstanding shares of stock of OIL HANDLERS, INC., from the shareholders of OIL HANDLERS, INC. The number of shares of common stock to be distributed to each shareholder of OIL HANDLERS, INC., is set forth in the Agreement and Plan of Merger dated as of the 26th day of December, 1996, between OIL HANDLERS, INC., and OH DISTRIBUTORS, INC.

FIFTH: The effective date of these Articles of Merger shall be December 31, 1996.

SIXTH: The Agreement and Plan of Merger was adopted by all of the shareholders and directors of both corporations on the 26th day of December, 1996.

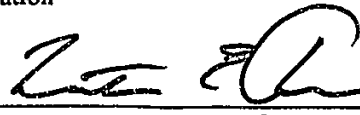
IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 26th day of December, 1996, by each of the parties hereto.

OIL HANDLERS, INC., a Florida corporation

By: 
Martin Kauffman, Secretary

Dated: _____

OH DISTRIBUTORS, INC., a Florida corporation

By: 
Martin Kauffman, Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of December 26, 1996, by and between OH Distributors, Inc., a Florida corporation ("Distributors") and Oil Handlers, Inc., a Florida corporation ("Handlers"). Distributors and Handlers are together referred to in this Agreement as the "Constituent Corporations."

ARTICLE 1

MERGER AND ORGANIZATION

SECTION 1.1 The Merger. As of the Effective Date (as hereinafter defined), subject to the terms and conditions hereof, Handlers will be merged with and into Distributors (the "Merger"). Distributors shall be the surviving corporation in the Merger and is sometimes referred to herein as the "Surviving Corporation." This Merger is intended to be a tax-free exchange to the extent practicable, and all parties to this Agreement agree to cooperate to that end.

SECTION 1.2. Effect of Merger. The parties agree to the following provisions with respect to the Merger:

(a) Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be OH Distributors, Inc., a Florida corporation.

(b) Articles of Incorporation. The Articles of Incorporation of Distributors as in effect immediately prior to the Effective Date shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Corporation until amended as provided by the Articles and by law.

(c) By-Laws. The By-Laws of the Surviving Corporation as in effect immediately prior to the Effective Date shall from and after the Effective Date be and continue

to be the By-Laws of the Surviving Corporation until amended as provided by law.

(d) Directors. On the Effective Date, the Directors of the Surviving Corporation shall be Jerry B. Conway and Stephen P. Conway, and the election of such persons as Directors shall be deemed ratified by the Shareholders as of the Effective Date of the Merger by their approval of this Agreement.

(e) Corporate Organization. On the Effective Date the separate corporate existence of Handlers shall cease. All of the property, whether real, personal, or mixed, and any debts due by Handlers, shall be deemed assigned and transferred and shall vest in the Surviving Corporation, which shall assume them without further act or deed except as this Agreement may otherwise expressly provide. The Surviving Corporation shall thereafter be responsible for all the liabilities and obligations of Handlers.

(f) Filing of Articles of Merger and Certificate of Merger. If this Agreement is duly approved by each of the Constituent Corporations in accordance with the Florida Business Corporation Act and with the respective Articles of Incorporation and By-Laws of the Constituent Corporations, as soon as practicable after all the conditions of the Merger set forth in Article V hereof shall have been satisfied or waived, Articles of Merger, to which this Agreement may be appended, shall be filed with the Secretary of State of Florida. The Merger shall be consummated and the closing (the "Closing") of this Agreement shall occur on December 31, 1996 (the "Effective Date").

(g) Further Assurances. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Handlers acquired or to be acquired as a result of the

Merger, or (b) otherwise to carry out the purposes of this Agreement, Handlers agrees that the Surviving Corporation and its officers and directors shall be authorized to execute and deliver, in the name and on behalf of Handlers, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of Handlers, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, properties or assets of the Constituent Corporations acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Agreement.

ARTICLE 2

THE MERGER

SECTION 2.1 Exchange of Shares. Within ten (10) days of the Effective Date, shares of Handlers shall be exchanged for shares of the Surviving Corporation so that Stephen P. Conway and Jerry B. Conway shall each own fifty percent (50%) of the shares of Distributors then to be issued and outstanding.

SECTION 2.2 Further Transfer of Stock. On the date hereof, the stock transfer books of each of the Constituent Corporations shall be closed for transfers of shares. Hereafter, no certificates representing shares of any of the Constituent Corporations shall be presented or accepted for transfer except pursuant to this Agreement.

SECTION 2.3 Issuance of Certificates. The Surviving Corporation shall act as its own transfer agent. As soon as practicable after the Effective Date, the Surviving Corporation shall mail and/or make available to each person identified in Section 2.1 above a certificate representing the shares set forth in said Section 2.1 to which such person shall be entitled. Without further action on the part of any person, all shares of the Constituent Corporations shall be deemed canceled, void and of no effect on the Effective Date.

SECTION 2.4 Dissenters' Rights. By their execution of this Agreement, each of

the Constituent Corporations represents for such Constituent Corporation that this Agreement and the merger described herein have been approved by all of the holders of shares of that Constituent Corporation and that there are no shareholders who have dissented from any of the matters described herein including, without limitation, the merger of the Constituent Corporation into the Surviving Corporation.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

OF THE CONSTITUENT CORPORATIONS

Each of the Constituent Corporations represents and warrants to the other as follows:

SECTION 3.1 Organization and Good Standing. The Constituent Corporation is duly incorporated and validly existing corporation in good standing under the laws of the State of Florida, with all requisite power and authority to own its properties and conduct its business, and is duly qualified and in good standing as a foreign corporation authorized to do business in any jurisdiction in which it is required to do so.

SECTION 3.2 Authorization; Binding Agreement. The Constituent Corporation has the corporate power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Constituent Corporation, has been approved by all the members of the Constituent Corporation's Board of Directors and all of the shareholders of the Constituent Corporation acting and voting as provided by the Florida Business Corporation Law, and constitutes a valid and binding agreement of the Constituent Corporation enforceable in accordance with its terms.

SECTION 3.3 Capitalization. All of the outstanding shares of the Constituent Corporation have been validly issued, fully paid and are nonassessable. There exist no voting

trusts, voting agreements, or similar understandings applicable to any of the shares. Except as set forth in this Agreement, there are no outstanding options, subscription agreements, or other rights, agreements, or commitments for the purchase or sale of any securities of the Constituent Corporation.

SECTION 3.4 Litigation. As of the date hereof, there are no claims, actions, proceedings, or investigations pending or, to the best knowledge of the Constituent Corporation, threatened against the Constituent Corporation, or any employee, consultant, director, officer or shareholder of the Constituent Corporation, in his or her or its capacity of such, before any court or governmental or regulatory authority or body which, if adversely decided, could materially and adversely affect the financial condition, business, prospects, or operations of the Constituent Corporation. As of the date hereof, neither the Constituent Corporation nor any of its properties is subject to any order, judgment, injunction, or decree which materially and adversely affects, or could affect, the financial condition, business, prospects, or operations of the Constituent Corporation.

SECTION 3.5 Absence of Breach. The execution, delivery and performance by the Constituent Corporation of this Agreement, and the performance by it of its obligations hereunder, will not conflict with or result in a breach of any of the provisions of its Articles of Incorporation or By-Laws, and to the best knowledge of the Constituent Corporation, contravene any law, rule, or regulation, of any state or the United States, or any political subdivision thereof or therein, or any order, writ, judgment, injunction, decree, or determination of award currently in effect which, singularly or in the aggregate, would have a material adverse effect on the Constituent Corporation.

SECTION 3.6 Consents. This Agreement and the merger contemplated hereby have been approved by the Board of Directors and shareholders of the Constituent Corporation.

To the best knowledge of the Constituent Corporation, no other consent, waiver, approval, license or authorization, is required to be performed in connection with the execution and delivery by the Constituent Corporation of this Agreement and the performance of its obligations hereunder, other than a filing in the State of Florida in accordance with the corporate statutes of that jurisdiction.

ARTICLE 4

CONDITIONS

SECTION 4.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the merger shall be subject to the fulfillment at or prior to the Effective Date of the following conditions:

(a) this Agreement and the transactions contemplated hereby shall, if not heretofore approved and adopted, be approved and adopted at or prior to the Effective Date by the requisite vote of the shareholders of each Constituent Corporation as required by applicable law;

(b) no preliminary or permanent injunction or other order issued by any federal or state court of competent jurisdiction in the United States preventing the consummation of the merger shall be in effect;

(c) the representations and warranties of each of the Constituent Corporations set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Date as if made on and as of such date, except as otherwise contemplated or permitted by this Agreement; and

(d) each of the Constituent Corporations shall have delivered to the other copies of resolutions duly adopted by its Board of Directors and by the statutory number of its shareholders approving the execution and delivery of this Agreement and the consummation of

the merger, such resolutions being certified by the Secretary of each Constituent Corporation.

SECTION 4.2 Waiver of conditions: Right to Proceed. If any of the conditions precedent to the obligations of a Constituent Corporation specified in Section 4.1 hereof has not been satisfied, the other Constituent Corporation, in addition to any other rights which may be available to them or it, shall have the right to waive such conditions and to proceed with the merger (subject to satisfaction of the other conditions contained herein, unless also waived).

ARTICLE 5

TERMINATION

SECTION 5.1 Board Action. This Agreement may be terminated at any time prior to the Effective Date by mutual consent of the Board of Directors of either Constituent Corporation.

SECTION 5.2 Certain Date and Effect of Termination. The Merger must be effective on December 31, 1996. In the event that the Merger shall not have become effective on that date, this Agreement shall be null and void and no party hereto shall have any liability to any other party hereto or its shareholders, officers, or directors in respect thereof.

ARTICLE 6

GENERAL AGREEMENTS

SECTION 6.1 Cooperation. Each of the parties hereto shall cooperate with the others in every reasonable way in carrying out the transactions contemplated herein, and in delivering all documents and instruments deemed reasonably necessary or useful by counsel for any party hereto.

SECTION 6.2 Funds. Each party shall incur all of its own costs and expenses in connection with this Agreement and the transactions contemplated hereby. After the consummation of the merger all expenses incurred will be paid by the Surviving Corporation.

SECTION 6.3 Survival of Representations and Warranties. All representations and warranties in this Agreement or in any instrument or certificate delivered pursuant to this Agreement delivered on or prior to the Effective Date shall survive the consummation of the merger.

SECTION 6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by telex or telegram or mailed by registered or certified mail, postage prepaid, as follows:

(a) If to Oil Handlers, to:

Steven P. Conway
Building 4, Suite 100
902 Clint Moore Road
Boca Raton, Florida 33487

(b) If to OH Distributors, to:

Jerry B. Conway
790 Pershing Road
Raleigh, North Carolina 27608

The date of any such notice shall be the date hand delivered or otherwise transmitted or mailed.

SECTION 6.5 Amendment. This Agreement, including the documents and instruments referred to herein or therein, (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, (b) is not intended to confer upon any other person any rights or remedies hereunder, and (c) shall not be assigned by operation of law or otherwise. This Agreement may be amended or modified in whole or in part to the extent permitted by Florida law at any time by an agreement in writing executed in the same manner as this Agreement after authorization by each of the parties hereto.

SECTION 6.6 Waiver. At any time prior to the Effective Date, the parties

hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

SECTION 6.7 Publicity. So long as this Agreement is in effect, the parties hereto shall not issue or cause the publication of any press release or other announcement with respect to the merger or this Agreement without the consent of the other party, which consent shall not be unreasonably withheld or delayed where such release or announcement is required by applicable law.

SECTION 6.8 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.9 Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of and enforceable by the respective successors and assigns of the parties hereto.

SECTION 6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written by their execution of separate signature pages, all of which shall be attached to and be a part of this Agreement.

OIL HANDLERS, INC., a Florida corporation

Attest:

Secretary

By: _____
President

OH DISTRIBUTORS, INC., a Florida corporation

Attest:

By: _____
President