

Inst # 1999-27601  
07/01/1999-27601  
10:35 AM CERTIFIED  
BIBBY COUNTY JUDGE OF PROBATE  
25.00  
008 CCH

This Instrument Prepared By:

D. J. Simonetti  
Attorney at Law  
Berkowitz, Lefkovits, Isom & Kushner,  
A Professional Corporation  
420 North 20<sup>th</sup> Street, Suite 1600  
Birmingham, Alabama 35203

FILED IN OFFICE  
JUN 25 1999  
SECRETARY OF STATE

ARTICLES OF MERGER  
OF  
COPPER WELDING COMPONENTS, INC.  
AN ALABAMA CORPORATION  
INTO  
SOUTHERN COPPER & SUPPLY COMPANY, INC.  
AN ALABAMA CORPORATION

Pursuant to the provisions of Code of Alabama (1994), § 10-2B-11.05, Copper Welding Components, Inc., an Alabama corporation (hereinafter referred to as "CWC"), and Southern Copper & Supply Company, Inc., an Alabama corporation (hereinafter referred to as "Southern Copper") (said corporations being hereinafter collectively referred to as the "Constituent Corporations"), hereby adopt the following Articles of Merger:

1. **SURVIVING CORPORATION.** Southern Copper shall be the surviving corporation and shall continue to be governed by the laws of the State of Alabama.
2. **PLAN OF MERGER.** The Plan and Agreement of Merger, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Plan of Merger"), was adopted and approved by the Board of Directors and shareholders of CWC and by the Board of Directors and shareholders of Southern Copper in accordance with the laws of the State of Alabama.
3. **DESCRIPTION OF SHARES.** The number of outstanding shares, the designations of such shares and the number of shares entitled to cast votes of each Constituent Corporation with respect to the Plan of Merger are as follows:

<u>Constituent Corporation</u>	<u>Number Outstanding</u>	<u>Designation of Shares</u>	<u>Number Entitled to Cast Votes</u>
Copper Welding Components, Inc.	10	Class A Voting	10
	90	Class B Nonvoting	0
Southern Copper & Supply Company, Inc.	100	Common Stock	100

RECEIVED  
JUN 25 1999  
SECRETARY OF STATE

4. **SHAREHOLDER VOTE.** As to each of the Constituent Corporations, whose shareholders were entitled to vote on the Plan of Merger, the number of shares voted for and against the Plan of Merger is as follows:

<u>Constituent Corporation</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Copper Welding Components, Inc.	10	0
Southern Copper & Supply Company, Inc.	100	0

The number of shares of stock of each Constituent Corporation cast in favor of the Plan of Merger was sufficient for its approval.

5. **ARTICLES OF INCORPORATION OF CONSTITUENT CORPORATIONS.** The Articles of Incorporation of CWC are filed in the office of the Judge of Probate of Shelby County, Alabama. The Articles of Incorporation of Southern Copper are filed in the office of the Judge of Probate of Shelby County, Alabama.

6. **EFFECTIVE DATE.** The merger of the Constituent Corporations shall be effective on July 1, 1999.

IN WITNESS WHEREOF, these Articles of Merger have been executed by and for each of the Constituent Corporations by and through their respective authorized officers as of the 24th day of June, 1999.

COPPER WELDING COMPONENTS, INC.

By: Robert A. Walta  
Robert A. Walta, President

SOUTHERN COPPER & SUPPLY  
COMPANY, INC.

By: Allen F. Riha, President  
Allen F. Riha, President

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, made this 25th day of June, 1999, by and between COPPER WELDING COMPONENTS, INC., an Alabama corporation ("CWC") and SOUTHERN COPPER & SUPPLY COMPANY, INC., an Alabama corporation ("SCS") (said corporations being sometimes hereinafter collectively referred to as the "Constituent Corporations").

### WITNESSETH:

WHEREAS, CWC is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated thereunder on April 21, 1994;

WHEREAS, SCS is a corporation duly organized and existing under the laws of the State of Alabama, having been incorporated thereunder on December 11, 1987;

WHEREAS, the authorized capitalization of CWC consists of 10 shares of Class A Voting common stock, par value \$1.00 per share, all of which are currently issued and outstanding and 90 shares of Class B Nonvoting common stock, par value \$1.00 per share, all of which are currently issued and outstanding;

WHEREAS, the authorized capitalization of SCS consists of 150 shares of common stock, par value \$1.00 per share, of which 100 shares are currently issued and outstanding;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it to the benefit and advantage of each of the Constituent Corporations that the Constituent Corporations merge pursuant to the provisions of Code of Alabama, § 10-2B-11.01, with SCS remaining as the Surviving Corporation, and that the merger qualify as a nontaxable transaction under § 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. **MERGER.** In accordance with the provisions of Code of Alabama, § 10-2B-11.01, CWC shall be merged with and into SCS.
2. **EFFECTIVE DATE.** This Agreement shall become effective July 1, 1999, the time of such effectiveness being hereinafter referred to as the "Effective Date."



corporate existence of CWC shall cease forthwith upon the Effective Date and thereupon the Constituent Corporations shall be a single corporation (hereinafter sometimes referred to as the "Surviving Corporation").

4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of SCS shall be the Articles of Incorporation of the Surviving Corporation upon the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

5. **BYLAWS.** The Bylaws of SCS shall be the Bylaws of the Surviving Corporation upon the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **AUTHORIZED CAPITAL.** The number of shares of authorized capital stock of the Surviving Corporation following the merger of CWC with and into SCS shall be 150 shares, unless and until the same shall be changed in accordance with the laws of the State of Alabama. The designations, powers, preferences and rights, and the qualifications, limitations and restrictions on the capital stock of the Surviving Corporation shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

7. **CONVERSION OF OUTSTANDING STOCK.** Forthwith upon the Effective Date, each issued and outstanding share of common stock of CWC shall be and become converted into 8/100 (.08) of one fully paid and nonassessable share of common stock of the Surviving Corporation. Each share of common stock of CWC represented by a Certificate of CWC shall thenceforth represent 8/100 (.08) of one share of common stock of the Surviving Corporation, and the holders thereof shall be entitled to precisely the same rights they would enjoy if they held a Certificate issued by the Surviving Corporation. Upon the surrender of any such Certificate to the Surviving Corporation, the transferee or other holder of the Certificates surrendered shall receive in exchange therefor a Certificate or Certificates of the Surviving Corporation.

8. **RETIREMENT OF TREASURY STOCK.** Forthwith upon the Effective Date, all shares of stock of CWC held in the treasury of such corporation on the Effective Date shall be retired and no treasury shares or other shares of stock or any other securities of CWC shall be issued thereafter nor shall any shares of stock or any other securities of the Surviving Corporation be issued in respect thereof.

9. **RIGHTS AND LIABILITIES OF SURVIVING CORPORATION.** At and after the effective time of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, as well of a public as of a private nature, subject to all of the restrictions, liabilities and duties of each of the Constituent Corporations; and all and singular of the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due any of said Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such 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 effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger, 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 such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger. Any action or proceeding, whether civil, criminal or administrative, pending by or against any Constituent Corporation shall be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

**10. FURTHER ASSURANCES OF TITLE.** If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further acknowledgements, assignments or assurances in law or other similar actions are necessary or desirable in order to acknowledge, vest, perfect or confirm upon record or otherwise, in the Surviving Corporation, any right, title or interest in any property or rights of a Constituent Corporation held immediately prior to the Effective Date, such Constituent Corporation and its proper officers and directors shall and will execute and deliver all such proper acknowledgements, deeds, assignments or assurances in law and do all things necessary or proper to acknowledge, vest, perfect or confirm title to such property or rights in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all action in the name of each Constituent Corporation to effect the foregoing.

**11. CONTINUATION OF CORPORATE ACTS, PLANS, EMPLOYEES AND CERTAIN OTHER MATTERS.**

(a) All corporate acts, plan, policies, approvals and authorizations of each Constituent Corporation, its stockholders, Board of Directors, committees of the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as they were on such Constituent Corporation.

(b) Without limiting the foregoing, all stock-option, pension and profit-sharing plans, if any, of each Constituent Corporation, all as amended and in effect immediately prior to the merger becoming effective, and any and all outstanding options and rights thereunder, shall be continued by the Surviving Corporation, which shall be substituted for such



Constituent Corporation. Such merger shall not in itself effect any other change in such plans, options or rights.

(c) The employees of each Constituent Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of such Constituent Corporation.

**12. SERVICE OF PROCESS.** The Surviving Corporation hereby agrees that it may be served with process in the State of Alabama in any proceeding for enforcement of any obligation of the Surviving Corporation as well as for the enforcement of any of the obligations of the Constituent Corporations arising from the merger, including any action or other proceeding to enforce the rights of any dissenting shareholder of a Constituent Corporation against such Constituent Corporation.

**13. OFFICERS AND DIRECTORS.**

(a) The officers and directors of SCS at the Effective Date shall serve as the officers and directors of the Surviving Corporation, until their successors shall have been elected and shall qualify as otherwise provided in the Bylaws of the Surviving Corporation.

(b) If, on or after the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices specified above, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

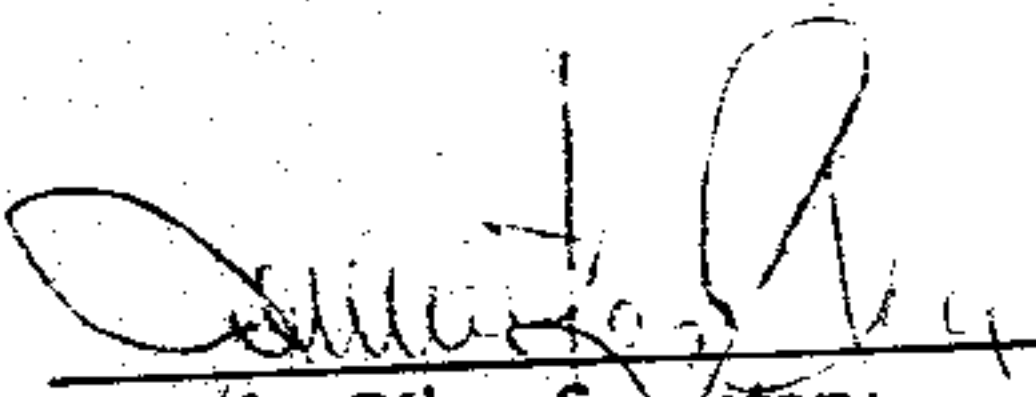
**14. ARTICLES OF MERGER.** On or prior to the Effective Date, Articles of Merger, setting forth this Agreement in its entirety, shall be executed for each of the Constituent Corporations by its President and filed with the Secretary of State of the State of Alabama pursuant to Code of Alabama, § 10-2B-11.05.

**15. TERMINATION.** This Agreement may be terminated and abandoned by resolutions of the Board of Directors of any of the Constituent Corporations prior to the merger becoming effective. In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Paragraph, this Agreement shall become void and of no further effect without any liability on the part of any of the Constituent corporations or their respective shareholders, directors or officers.


**16. CAPTIONS.** The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the  
Constituent Corporations on the date first above written.

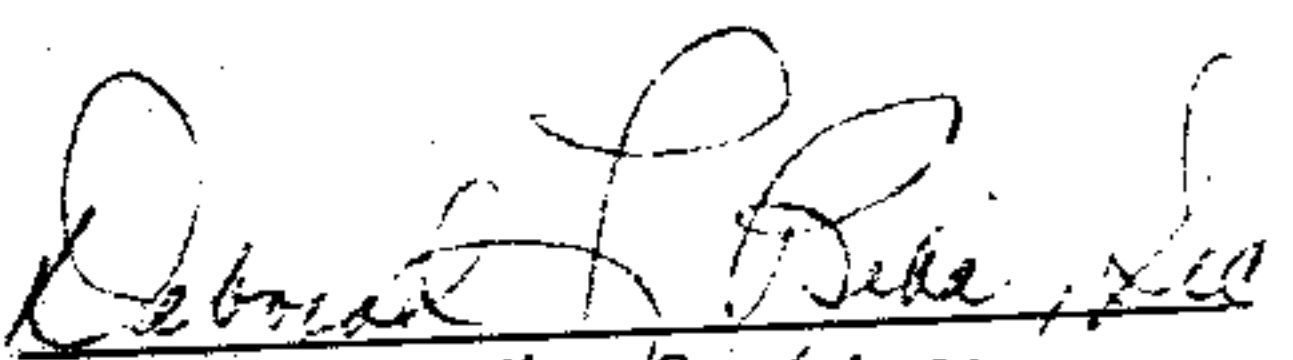
ATTEST:

  
Jennifer Riha, Secretary

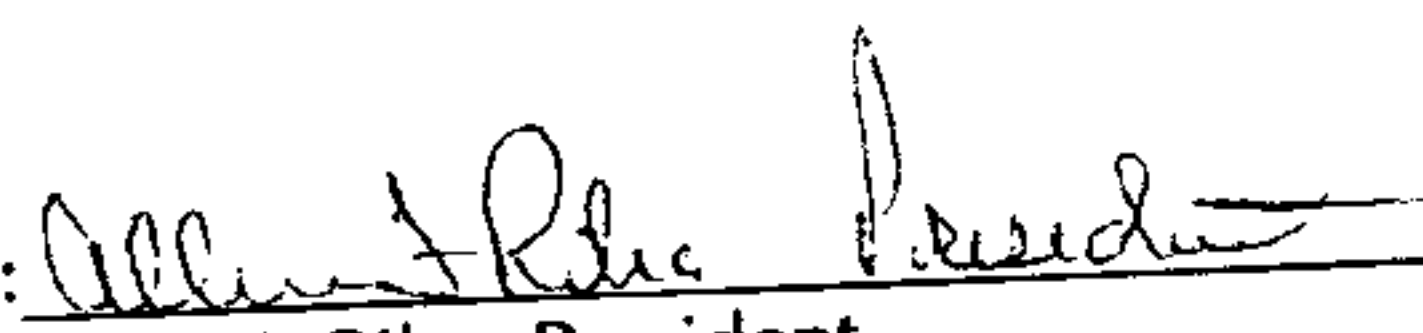
COPPER WELDING COMPONENTS, INC.

By:   
Robert A. Walta, President

ATTEST:

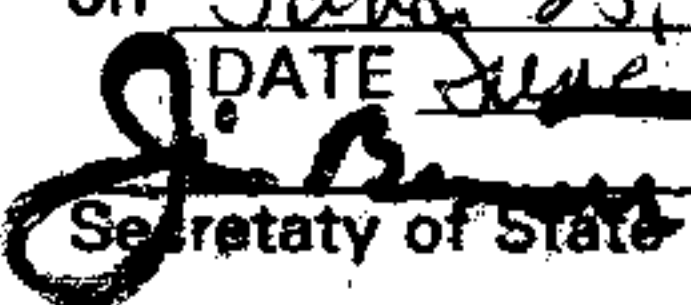
  
Deborah L. Riha, Secretary  
401839v1  
020259-000017

SOUTHERN COPPER & SUPPLY  
COMPANY, INC.

By:   
Allen F. Riha, President

Secretary of State  
State of Alabama

I hereby certify that this is a  
true and complete copy of the  
document filed in this office  
on June 25, 1999

DATE June 25, 1999  
  
Secretary of State

Inst # 1999-27601

07/01/1999-27601  
10:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 CRH 25.00