

197273

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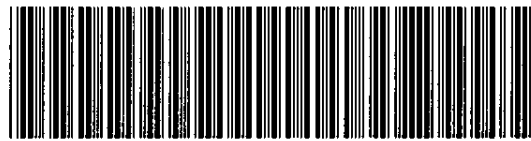
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merger
@ 12/2/10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Riggs Enterprises, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Carlos E. Alonso

Contact Person

Riggs Enterprises, Inc.

Firm/Company

405 Angle Road

Address

Fort Pierce, FL 34947

City/State and Zip Code

McAlonso@bellsouth.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Carlos E. Alonso

Name of Contact Person

At (772)

464-0661

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

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

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

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--------------------------------|---------------------|--|
| <u>Riggs Enterprises, Inc.</u> | <u>Florida</u> | <u>197273</u> |

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Second: The name and jurisdiction of each **merging** corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|------------------------------|---------------------|--|
| <u>New Parts House, Inc.</u> | <u>Florida</u> | <u>444784</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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.

OR 11 / 30 / 10 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the surviving corporation on 10/21/10.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 10/21/10 and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 10/21/10.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 10/21/10 and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER OF
NEW PARTS HOUSE, INC.
WITH AND INTO RIGGS ENTERPRISES, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of October 21, 2010, by and between NEW PARTS HOUSE, INC., a corporation organized and existing under the laws of the State of Florida (being hereinafter sometimes referred to as the "Merging Corporation") and RIGGS ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Florida (being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that New Parts House, Inc. be merged with and into Riggs Enterprises, Inc., with Riggs Enterprises, Inc. being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 New Parts House, Inc. shall be merged with and into Riggs Enterprises, Inc. in accordance with the laws of the State of Florida. The separate corporate existence of New Parts House, Inc. shall thereby cease, and Riggs Enterprises, Inc. shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Riggs Enterprises, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by the deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS FO THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:30 p.m., on November 30, 2010, pursuant to Section 607-1105 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary of appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation my determine to be necessary of desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Riggs Enterprises, Inc., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of Riggs Enterprises, Inc., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving

Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of Riggs Enterprises, Inc. immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding twenty (20) shares of no par value Class A common stock ("Riggs Enterprises, Inc. Class A Common") which are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one hundred (100) shares of \$100 par value Class A common stock ("New Parts House, Inc. Class A Common"), which are the only outstanding shares.

4.3 At the Effective Time, each certificate issued and outstanding of New Parts House, Inc. Class A Common shall be converted into equal ownership share of Riggs Enterprises, Inc. through issued Class A Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of New Parts House, Inc. Class A Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive ownership respectively, equal ownership of Riggs Enterprises, Inc. Class A Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented New Parts House, Inc. Class A Common respectively, shall be deemed and treated for all corporate purposes to represent the ownership. Class A Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of New Parts House, Inc. Class A Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement

and Plan pursuant to the provisions of this Paragraph 5.1 the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations of its Directors, officers or shareholders in respect of the Agreement and plan.

5.2 The Shareholders of New Parts House, Inc. and Riggs Enterprises, Inc. dissenting to the Agreement and Plan shall be entitled, pursuant to the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

RIGGS ENTERPRISES, INC.

By: Carly Alonso

(CORPORATE SEAL)
ATTEST:

Andrew Alonso
10/21, 2010 Secretary

NEW PARTS HOUSE, INC.

By: Carly Alonso

(CORPORATE SEAL)
ATTEST:

Andrew Alonso
10/21, 2010 Secretary