

Division of Corporations

Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : R. ROSSER COLE, A LAW CORPORATION
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**MERGER OR SHARE EXCHANGE
BOBCAD CAM, INC.**

Certificate of Status	0
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

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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)
BOBCAD CAM, INC.	FLORIDA	P05000002116

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BOBCAD-CAM, INC.	CALIFORNIA	C1490953

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 / / (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

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 12/1/88

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

(Attach additional sheets if necessary)

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PLAN OF MERGER

(Non Subsidiaries)

The following Plan of Merger ("Agreement") is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

ARTICLE 1. RECITALS OF CONSTITUENT CORPORATIONS

Merging Corporation

Section 1.01. Bobcad-Cam, Inc., ("Merging Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

Surviving Corporation

Section 1.02. Bobcad Cam, Inc., ("Surviving Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

ARTICLE 2. MERGER

Surviving Corporation

Bobcad-Cam, Inc., shall be merged into Bobcad Cam, Inc., under the laws of the State of Florida, pursuant to the terms and conditions of this Agreement.

ARTICLE 3. EFFECTIVE DATE

Effective Date

This merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Florida. ("Effective Date").

ARTICLE 4. TERMS AND CONDITIONS

Negative Covenants

Section 4.01. Between the date of this Agreement and the date on which the merger shall become effective, either constituent corporation shall not:

- (a) Declare or pay any dividends to its shareholders.
- (b) Except in the normal course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

Section 4.02. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of Merging Corporation or otherwise carry out the provisions hereof, the proper officers and directors of Merging

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Corporation as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the surviving corporation, and otherwise carry out the provisions hereof.

ARTICLE 5. CONVERSION OF SHARES

Section 5.01. (a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Merging Corporation. On the Effective Date, each issued and outstanding common share of Merging Corporation shall be converted into one common share, without par value, of Surviving Corporation, subject to adjustment as provided in this Agreement. No fractional shares of the common stock of the surviving corporation will be issued to the holders of the common stock of the merging corporation, but holders who would otherwise be entitled to receive a fraction of a share of the common stock of the surviving corporation on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of the common stock of the merging corporation as of the effective date of the merger.

Section 5.02. Each holder of the shares of the merging corporation shall surrender his shares, properly endorsed, to the surviving corporation or its agent, and shall thereupon receive in exchange therefore a certificate or certificates representing the number of shares of the surviving corporation into which the shares of the merging corporation have been converted.

ARTICLE 6. DIRECTORS

Board of Survivor

Section 6.01. The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

ARTICLE 7. ARTICLES OF INCORPORATION

Section 7.01. The articles of Surviving Corporation as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 8. BYLAWS

Section 8.01. The bylaws of Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

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ARTICLE 9. INTERPRETATION AND ENFORCEMENT**Notices**

Section 9.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of Merging Corporation to: Bobcad-Cam, Inc., Attn.: Robert Twaalfhoven, 28200 US HWY 19 North, Suite E, Clearwater, Florida 33761, or to such other person or address as Bobcad-Cam, Inc. may from time to time furnish to Surviving Corporation;

(b) In the case of Surviving Corporation to: Bobcad Cam, Inc., Attn.: Robert Twaalfhoven, 28200 US HWY 19 North, Suite E, Clearwater, Florida 33761, or to such other person or address as Bobcad Cam, Inc. may from time to time furnish to Merging Corporation.

Counterpart Executions

Section 9.02. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

Section 9.03. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state in which this Agreement is being executed.

Executed on Dec 131, 2012, at Clearwater, Florida.

BOBCAD-CAM, INC. (California)

By [Signature]

Robert Twaalfhoven, President

By [Signature]

Robert Twaalfhoven, Secretary

BOBCAD CAM, INC. (Florida)

By [Signature]

Robert Twaalfhoven, President

By [Signature]

Lori C. Pendleton, Secretary