

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000278285 3)))



H100002782853ABC0

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.

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

From: Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

002120.139078

File Second
-After FL entity
formed

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

EFFECTIVE DATE
1/1/11

**MERGER OR SHARE EXCHANGE
BLUE DIAMOND HORIZONS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

RECEIVED
10 DEC 30 AM 9:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
20 DEC 30 PM 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

Mary
[Signature]

H10000278285 3

EFFECTIVE DATE
12/31/10SECRET
TALLAHASSEE, FLORIDA

20 DEC 30 PM 4:24

FILED

**ARTICLES OF MERGER
OF
12 STOPS, INC., an Arkansas corporation,
WITH AND INTO
BLUE DIAMOND HORIZONS, INC., a Florida corporation**

The undersigned President of 12 STOPS, INC., an Arkansas corporation, and the President of BLUE DIAMOND HORIZONS, INC., a Florida corporation, do hereby state on oath that the following information relating to the merger of 12 STOPS, INC., an Arkansas corporation, with and into BLUE DIAMOND HORIZONS, INC., a Florida corporation, is true, correct and complete to the best of our knowledge and belief:

1. The Plan and Agreement of Merger attached hereto and incorporated herein as Exhibit A was adopted by the Board of Directors and approved by the sole shareholder of each of the above-referenced corporations. The Effective Time of the merger is 12:01 a.m. on the 1st day of January, 2011.
2. The Plan and Agreement of Merger was unanimously approved by the sole shareholder of each corporation on the 30th day of December, 2010.
3. Pursuant to the Plan and Agreement of Merger, the surviving corporation shall be BLUE DIAMOND HORIZONS, INC., a Florida corporation.
4. BLUE DIAMOND HORIZONS, INC., the surviving corporation, has filed a statement appointing an agent for service of process in Arkansas in order to transact business in that state.

H10000278285 3

H10000278285 3

IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger on this
30th day of December, 2010.

12 STOPS, INC.



Michael D. Huckabee, President

BLUE DIAMOND HORIZONS, INC.



Michael D. Huckabee, President

H10000278285 3

H10000278285 3

EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
OF
12 STOPS, INC., an Arkansas corporation,
WITH AND INTO
BLUE DIAMOND HORIZONS, INC., a Florida corporation**

This PLAN AND AGREEMENT OF MERGER (the "Plan and Agreement") is executed this 30th day of December, 2010, by and between 12 STOPS, INC., an Arkansas corporation (the "Arkansas Corporation"), and BLUE DIAMOND HORIZONS, INC., a Florida corporation (the "Florida Corporation"), (hereinafter collectively referred to as the "Corporations").

WITNESSETH:

WHEREAS, for good and sound business reasons, the Board of Directors of each of the Corporations deem it advisable and in the best interests of the Corporations that the Arkansas Corporation merge with and into the Florida Corporation pursuant to this Plan and Agreement, the Arkansas Business Corporation Act of 1987, the Florida Business Corporation Act and other applicable provisions of the laws of the States of Arkansas and Florida (the "Merger"); and

WHEREAS, the Corporations desire to effectuate this Merger pursuant to a transaction which constitutes a Type "F" Reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and comparable provisions of applicable state income tax laws.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, AGREE AS FOLLOWS:

1. **THE MERGER.** At and as of the Effective Time, as hereinafter defined, and in accordance with this Plan and Agreement, the Arkansas Business Corporation Act, the Florida Business Corporation Act, and other applicable laws of the States of Arkansas and Florida, the Arkansas Corporation shall merge with and into the Florida Corporation, and the Florida Corporation shall be the surviving corporation in the Merger.

2. **EFFECT OF THE MERGER.** Upon consummation of the Merger, at and as of the Effective Time, the separate existence of the Arkansas Corporation shall cease (except insofar as continued by applicable law), the Arkansas Corporation shall be merged with and into the Florida Corporation, and all the privileges, franchises, assets and property of the Arkansas Corporation, of whatever kind or description, and all contractual and other rights of the Arkansas Corporation and all debts due to or from it, shall be transferred to and vested in the Florida Corporation, without further act or deed. The rights, liabilities and obligations of the Arkansas Corporation shall not be affected or impaired by virtue of the Merger, and any claim existing or action or proceeding pending by or against the Arkansas Corporation may be made and prosecuted by or against the Florida Corporation as the surviving corporation in the same manner

H10000278285 3

as if the Merger had not taken place, but any such claims against the Arkansas Corporation, and any liabilities or other obligations of the Arkansas Corporation, shall be subject to any defenses which otherwise would have been available to the Arkansas Corporation had the Merger not taken place.

3. **EFFECTIVE TIME.** Subject to approval of the Merger by the sole stockholder of the Arkansas Corporation and the Florida Corporation as required by applicable law, the Merger shall become effective as of 12:01 a.m., January 1, 2011 (the "Effective Time").

4. **SURVIVING CORPORATION.** The Florida Corporation shall be the surviving corporation in the Merger and the Articles of Incorporation and Bylaws of the Florida Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Florida Corporation as the surviving corporation immediately after the Effective Time, subject to amendment thereafter in accordance with applicable law. No change in the Articles of Incorporation of the Florida Corporation shall be made in connection with this Merger. The officers and directors of the Florida Corporation as of the Effective Time shall continue as the officers and directors of the Florida Corporation as the surviving corporation immediately after the Effective Time, subject to resignation, removal and replacement thereafter in accordance with applicable law, the Bylaws of the Florida Corporation and any legally binding contractual agreements, if any.

5. **MERGER CONSIDERATION - STOCK CONVERSION.** As a result of the same individual being the only shareholder of the Arkansas Corporation and the Florida Corporation, at and as of the Effective Time, each share of common stock of the Arkansas Corporation which is issued and outstanding as of the Effective Time, shall, by virtue of this Merger and without any action on the part of the holder thereof, be canceled and extinguished and no shares of the common stock of the Florida Corporation shall be issued pursuant to this Merger. From and after the Effective Time, holders of certificates representing shares of common stock of the Arkansas Corporation shall cease to have any rights thereunder.

6. **TAX-FREE REORGANIZATION.** The parties hereto intend for this Merger to qualify as a tax free reorganization and exchange of stock pursuant to §368(a)(1)(F) and other applicable provisions of the Internal Revenue Code of 1986, as amended, and the sole officer and director of both Corporations shall take such action as may be necessary in order for the Merger to so qualify for tax-free reorganization treatment and as may otherwise be necessary in order to carry out the purposes and intent of this Plan and Agreement.

7. **MISCELLANEOUS.**

(a) **Assignment.** This Plan and Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the written consent of each party hereto.

(b) **Further Assurances.** The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments

H10000278285 3

H10000278285 3

and documents and take such further action as may be reasonably necessary to carry out the intent of this Plan and Agreement.

(c) Modification. No term or provision contained herein may be modified, amended or waived except by written agreement signed by the party to be bound thereby.

(d) Binding Effect and Benefit. This Plan and Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their successors and permitted assigns.

(e) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Plan and Agreement.

(f) Waiver. No waiver of a breach or violation of any provision of this Plan and Agreement shall operate or be construed as a waiver of any subsequent breach.

(g) Entire Agreement. This document constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

(h) Governing Law. This Plan and Agreement shall be subject to and governed by the laws of the State of Florida.

[Signature Page Follows]

H10000278285 3

H10000278285 3

IN WITNESS WHEREOF, the parties hereto, as duly authorized by resolution of their respective Boards of Directors, have caused this Plan and Agreement to be executed effective as of the day and year aforesaid.

12 STOPS, INC.,
an Arkansas corporation

By: 
Michael D. Huckabee, President

BLUE DIAMOND HORIZONS, INC.,
a Florida corporation

By: 
Michael D. Huckabee, President

H10000278285 3