

H 89744

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MERGER OR SHARE EXCHANGE

Craftmaster of Brevard, Inc.

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
OF
ALL BREVARD COLLISION REPAIR, INC., F60771
AUTO-TECH OF BREVARD INCORPORATED, and P93-62236
CRAFTMASTER AUTO BODY, L.C. L-2784
INTO
CRAFTMASTER OF BREVARD, INC. H89744**

ARTICLES OF MERGER between **ALL BREVARD COLLISION REPAIR, INC.**, a Florida corporation, **AUTO-TECH OF BREVARD INCORPORATED**, a Florida corporation, and **CRAFTMASTER AUTO BODY, L.C.**, a Florida limited liability company, and **CRAFTMASTER OF BREVARD, INC.**, a Florida corporation.

Pursuant to Section 607.1108 of the Florida Business Corporation Act (the "Acts"), **ALL BREVARD COLLISION REPAIR, INC.**, **AUTO-TECH OF BREVARD INCORPORATED**, and **CRAFTMASTER AUTO BODY, L.C.**, and **CRAFTMASTER OF BREVARD, INC.** adopt the following Articles of Merger.

ARTICLE I

The Plan of Merger dated December 19, 2008 (the "Plan of Merger") among **ALL BREVARD COLLISION REPAIR, INC.**, **AUTO-TECH OF BREVARD INCORPORATED**, and **CRAFTMASTER AUTO BODY, L.C.** and **CRAFTMASTER OF BREVARD, INC.** was approved and adopted by the Officers and Shareholders of **ALL BREVARD COLLISION REPAIR, INC.** on December 19, 2008, by **AUTO-TECH OF BREVARD INCORPORATED** on December 19, 2008, and by **CRAFTMASTER AUTO BODY, L.C.** on December 19, 2008, and was approved and adopted by the Officers and Shareholders of **CRAFTMASTER OF BREVARD, INC.** on December 19, 2008, all in accordance with the Act.

ARTICLE II

Pursuant to the Plan of Merger, all stock and membership interests of **ALL BREVARD COLLISION REPAIR, INC.**, **AUTO-TECH OF BREVARD INCORPORATED**, and **CRAFTMASTER AUTO BODY, L.C.** shall be cancelled and extinguished by virtue of merger without any action on the part of any holder thereof, and all interests of **CRAFTMASTER OF BREVARD, INC.** shall continue unchanged after the merger without effect (the "Merger").

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

ARTICLE IV

Pursuant to the Acts, the date and time of the effectiveness of the Merger shall be Midnight, December 31, 2008.

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IN WITNESS WHEREOF, the parties have set their hands this 19th day of December, 2008.

ALL BREVARD COLLISION REPAIR, INC.

By: Mark Klenck
Mark Klenck, President

AUTO-TECH OF BREVARD INCORPORATED

By: Mark Klenck
Mark Klenck, President

CRAFTMASTER AUTO BODY, L.C.

By: Mark Klenck
Mark Klenck, Manager

CRAFTMASTER OF BREVARD, INC.

By: Mark Klenck
Mark Klenck, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of December, 2008, by **MARK KLENCK**, President of **ALL BREVARD COLLISION REPAIR, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a *Florida Driver's License* as identification.



Gary B. Frese
Commission # DD380792
Expires January 26, 2009
Bonded Troy Parr - Insurance, Inc. 800-385-7019

[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of December, 2008, by **MARK KLENCK**, President of **AUTO-TECH OF BREVARD INCORPORATED**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a *Florida Driver's License* as identification.



Gary B. Frese
Commission # DD380792
Expires January 26, 2009
Bonded Troy Parr - Insurance, Inc. 800-385-7019

[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19 day of December, 2008, by **MARK KLENCK**, Manager of **CRAFTMASTER AUTO BODY, L.C.**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a *Florida Driver's License* as identification.



Gary B. Frese
Commission # DD380792
Expires January 26, 2009
Bonded Troy Parr - Insurance, Inc. 800-385-7019

[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19 day of December, 2008, by **MARK KLENCK**, President of **CRAFTMASTER OF BREVARD, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a *Florida Driver's License* as identification.



Gary B. Frese
Commission # DD380792
Expires January 26, 2009
Bonded Troy Parr - Insurance, Inc. 800-385-7019

[Signature]
Notary Public

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PLAN OF MERGER

merging

**ALL BREVARD COLLISION REPAIR, INC., a Florida corporation
AUTO-TECH OF BREVARD INCORPORATED, a Florida corporation; and
CRAFTMASTER AUTO BODY, L.C., a Florida limited liability company
with and into
CRAFTMASTER OF BREVARD, INC., a Florida corporation**

THIS PLAN OF MERGER (the "Plan"), is made and entered into as of December 19, 2008, pursuant to Section 608.438 of the Florida Limited Liability Company Act (FLLCA) and Section 607.1108 of the Florida Business Corporation Act, by and between ALL BREVARD COLLISION REPAIR, INC., a Florida corporation, AUTO-TECH OF BREVARD INCORPORATED, a Florida corporation, and CRAFTMASTER AUTO BODY, L.C., a Florida limited liability company (the "Merging Companies"), and CRAFTMASTER OF BREVARD, INC., a Florida corporation ("CRAFTMASTER"), together with the Merging Corporation (the "Constituent Companies").

WITNESSETH:

WHEREAS, ALL BREVARD COLLISION REPAIR, INC., AUTO-TECH OF BREVARD INCORPORATED, CRAFTMASTER AUTO BODY, L.C., and CRAFTMASTER OF BREVARD, INC., are duly formed and existing entities under the laws of the State of Florida; and

WHEREAS, the parties hereto desire that the Merging Companies be merged with and into CRAFTMASTER under the Articles of Incorporation of CRAFTMASTER and with the name "CRAFTMASTER OF BREVARD, INC." pursuant to the terms and conditions of this Plan; and

WHEREAS, the shareholders, directors, members and managers of the Merging Companies, and the shareholders and directors of CRAFTMASTER have approved the merger of the Merging Companies with and into CRAFTMASTER upon the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS, the shareholders, directors, members and managers of the Merging Companies, and the shareholders and directors of CRAFTMASTER have approved and adopted this Plan, each by written consent.

NOW, THEREFORE, for good and valuable consideration, the parties agree that (a) at the Effective Time (as defined in Section 7.1), the Merging Companies shall be merged with and into CRAFTMASTER, (b) CRAFTMASTER shall survive the Merger and shall continue in existence as a corporation formed and existing under, and governed by, the laws of the State of Florida, and (c) the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE 1

Certificate of Formation of the Surviving Corporation

The corporation surviving the Merger (the "Surviving Corporation") shall be CRAFTMASTER. The Articles of Incorporation of CRAFTMASTER in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

ARTICLE 2

Operating Agreement of the Surviving Corporation

The By-Laws of CRAFTMASTER in effect at the Effective Time shall be the By-Laws of the Surviving Corporation.

ARTICLE 3

Name and Location of the Surviving Corporation

The name of the Surviving Corporation shall be "CRAFTMASTER AUTO BODY GROUP, INC." The established offices and business locations of the Merging Companies and CRAFTMASTER shall be the offices and locations of the Surviving Corporation.

ARTICLE 4

Managers and Officers of the Surviving Corporation

4.1 *Directors and Managers.* At the Effective Time, the directors and managers of the Merging Companies immediately prior to the Effective Time shall cease to be directors and managers, and the directors of CRAFTMASTER, shall remain directors of the Surviving Corporation, and each of them, subject to the By-Laws of the Surviving Corporation (the "CRAFTMASTER By-Laws") and the laws of the State of Florida, shall serve until their successors are elected, they are terminated or as otherwise provided in the By-Laws.

4.2 *Officers.* The officers of the Merging Companies immediately prior to the Effective Time shall cease to be officers, and the officers of CRAFTMASTER shall remain officers of the Surviving Corporation, and each of them, subject to the By-Laws and to the laws of the State of Florida, shall hold office from the Effective Time until their successors are elected, they are terminated or as otherwise provided in the By-Laws.

ARTICLE 5

Conversion of Stock Interests

At the Effective Time, by virtue of the Merger and without any action on the part of the Merging Companies, CRAFTMASTER or the holder of any stock/membership interests of the Merging Companies or CRAFTMASTER, the following will occur:

- (a) Any and all shares or rights to acquire any shares of stock of the Merging Companies outstanding immediately prior to the Effective Time, including, but not limited to, shall be canceled and extinguished by virtue of the Merger and without any action on the

part of the holder thereof. The transfer books of the Merging Companies shall be closed and no transfer of the Merging Companies' Interests or exercise of options to acquire the same shall be made at or after the Effective Time.

(b) All shares of stock of CRAFTMASTER outstanding as of the Effective Time shall remain outstanding after the Merger as shares of stock of the Surviving Corporation, without effect by the Merger.

ARTICLE 6 **Effects of Merger**

The Merger shall have the effects specified under the Florida Limited Liability Corporation Act and the Florida Business Corporation Act.

ARTICLE 7 **General Provisions**

7.1 *Effective Time of Merger.* The effective time of the Merger (the "Effective Time") shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida.

7.2 *Termination.* This Agreement and the Merger may be terminated at any time prior to the Effective Time by either the Merging Companies or CRAFTMASTER. In the event of the termination and abandonment of the Merger pursuant to the provisions of this Section 7.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of the Merging Companies or CRAFTMASTER or their respective managers, officers or members in respect of this Agreement.

7.3 *Amendment or Modification.* With respect to the Merger and subject to the provisions of applicable law, this Agreement may be amended or modified at any time prior to the Effective Time with the consent of the Merging Companies and CRAFTMASTER.

7.4 *Sole Agreement of Parties.* This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by all parties.

7.5 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.7 *Further Assurances.* All parties hereto agree from time to time, as and when requested by another party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken

such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any assets of the Merging Companies acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and managers of the parties hereto are fully authorized in the name of their respective limited liability companies to take any and all such actions.

7.8 Headings. All sections and articles referred to herein are sections and articles of this Agreement. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 Gender; Plurals. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

7.10 Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

7.12 Waivers. Any term, provision or condition of this Agreement may be waived in writing by the party which is, or the party the members of which are, entitled to the benefits thereto.

[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

ALL BREVARD COLLISION REPAIR, INC.,
a Florida corporation

By: Mark Klenck
Name: Mark Klenck
Title: President

AUTO-TECH OF BREVARD INCORPORATED,
a Florida corporation

By: Mark Klenck
Name: Mark Klenck
Title: President

CRAFTMASTER AUTO BODY, L.C.,
a Florida limited liability company

By: Mark Klenck
Name: Mark Klenck
Title: Manager

CRAFTMASTER OF BREVARD, INC.,
a Florida corporation

By: Mark Klenck
Name: Mark Klenck
Title: President

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TALLAHASSEE FLORIDA