

10/31/2012 10:21 Casey Ciklin Lubitz

FAX 5618334209

P.001/007

Division of Corporations

Page 1 of 1

K58447

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.

((H12000260976 3)))



H120002609763ABC0

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 : CASEY CIKLIN LUBITZ MARTENS & O'CONNELL
Account Number : 076376001447
Phone : (561)832-5900
Fax Number : (561)833-4209

EFFECTIVE DATE
1-1-13

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

Email Address: _____

RECEIVED

12 OCT 31 AM 8:04

FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
M.D.S. Builders, Inc.

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

12 OCT 31 PM 2:51

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing Menu

Help

OCT 31 2012

T. BROWN

H12000260976 3

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: M.D.S. Builders, 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:

Gary Walk

Contact Person

Casey Clikin Lubitz Mariens & O'Connell

Firm/Company

616 N. Flagler Drive, 20th Floor

Address

West Palm Beach, Florida 33401

City/State and Zip Code

gwalk@caseyclikln.com

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

For further information concerning this matter, please call:

Gary Walk

Name of Contact Person

At (561)

820-0914

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

H12000260976 3

H12000260976 3

EFFECTIVE DATE

1-1-13**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>M.D.S. Builders, Inc.</u>	<u>Florida</u>	<u>K58447</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>M.D.S. Builders of Texas, Inc.</u>	<u>Texas</u>	<u>800827068</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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 1 / 1 / 2013 (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 September 24, 2012.

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 September 24, 2012.

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)

H12000260976 3

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 31 PM 2:51

H12000260976 3

Seventh SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

M.D.S. Builders, Inc.

Director _____

James E. Bowman, President

M.D.S. Builders of

Mark D. Speedy, CEO

Texas, Inc.

H12000260976 3

H12000260976 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of September 24, 2012, is made and entered into by and among M.D.S. Builders, Inc., a Florida corporation ("*MDS Florida*"), and M.D.S. Builders of Texas, Inc., a Texas corporation ("*MDS Texas*"). MDS Florida and MDS Texas are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

WHEREAS, the shareholders of MDS Florida have approved this Agreement and the consummation of the Merger;

WHEREAS, the shareholders of MDS Texas have approved this Agreement and the consummation of the Merger; and

NOW, THEREFORE, in consideration of the agreements and provisions hereinafter contained and for other good, valid and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
THE MERGER

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, and in accordance with §607.1101 of Florida Statutes and §10.002 of the Texas Business Organizations Code (the "*Acts*"), at the Effective Time (as herein defined), MDS Texas shall be merged with and into MDS Florida, with MDS Florida being the surviving corporation in the Merger, and the separate existence of MDS Texas shall cease. M.D.S Builders, Inc. will continue to be the name of the surviving corporation.

Section 1.2 Effective Time. The Merger will be effective at such time as is specified in the articles or certificate of merger (the "*Articles of Merger*") to be filed with the Secretaries of State of the states of Florida and Texas, executed by the surviving party (the "*Effective Time*").

Section 1.3 Effects of the Merger.

(a) Generally. MDS Florida shall survive and continue as the surviving corporation and the separate existence of MDS Texas shall cease. MDS Florida may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of MDS Florida or MDS Texas in order to carry out and effectuate the transactions contemplated by this Agreement.

(b) Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of MDS Florida in effect at the Effective Time shall be the Articles of Incorporation and Bylaws of the surviving party unless and until amended in accordance with its terms and applicable law.

H12000260976 3

(c) *Post-Effective Time Status.* From and after the Effective Time, no interests of MDS Texas shall be deemed to be outstanding or have any rights other than those rights set forth in this Agreement.

(d) *Conversion of MDS Texas Shares.* Each share of MDS Texas which shall be outstanding on the effective date of this merger, and all rights in respect thereof, shall forthwith be changed and converted into one share of MDS Florida.

ARTICLE 2. GENERAL PROVISIONS

Section 2.1 *Termination.* This Agreement may be amended, terminated, or abandoned at any time prior to the Effective Time by a writing signed by the Parties.

Section 2.2 *Effect of Termination.* In the event of termination of this Agreement pursuant to Section 2.1, this Agreement shall forthwith become void and of no further force and effect, and the Parties shall be released from any and all obligations hereunder.

Section 2.3 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute one and the same agreement. Any Party may execute and deliver this Agreement by an executed signature page transmitted by a facsimile machine.

Section 2.4 *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement.

Section 2.5 *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICTS OF LAWS PRINCIPLES OF SUCH STATE.

Section 2.6 *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of each Party and its heirs, legal representatives, permitted assigns, and successors, provided that this Section shall not permit the assignment or other transfer of this Agreement, whether by operation of law or otherwise, if such assignment or other transfer is not otherwise permitted under this Agreement.

[Signature Page Follows]

H12000260976 3

H12000260976 3

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by a duly authorized officer as of the date first above written.

M.D.S. BUILDERS, INC.

By: 

James B. Baumann
President

M.D.S. BUILDERS OF TEXAS, INC.

By: 

Mark D. Speedy
C.E.O.

H12000260976 3