

M 18839

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MERGER OR SHARE EXCHANGE

Red Hawk Industries, LLC

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**STATE OF FLORIDA
ARTICLES OF MERGER**

ALL AROUND WELDING, INC.
a Florida corporation
with and into
RED HAWK INDUSTRIES, LLC,
a Colorado limited liability company

M18839

Pursuant to provision 607.1109 of the Florida Business Corporation Act, the undersigned entities adopt the following Articles of Merger.

An Agreement and Plan of Merger ("Merger Agreement") has been adopted by All Around Welding, Inc., a Florida corporation (the "Merging Entity"), in accordance with provision 607.1108 of the Florida Business Corporation Act. The Merger Agreement provides for the merger of the Merging Entity with and into Red Hawk Industries, LLC, a Colorado limited liability company ("Red Hawk"), resulting in Red Hawk being the surviving corporation. A copy of the Merger Agreement is attached hereto as Exhibit A.

1. As to All Around Welding, Inc., the Merger Agreement was approved in accordance with the applicable laws of the State of Florida, including Section 607.1008 of the Florida Business Corporation Act, and by its constituent documents.

2. As to Red Hawk Industries, LLC, the Merger Agreement was approved in accordance with the applicable laws the laws of the State of Colorado and its constituent documents.

3. Red Hawk Industries, LLC has its principal office at 5960 DTC Boulevard, Suite 100, Englewood, Colorado 80111.

4. Red Hawk Industries, LLC is deemed to have appointed the Secretary of State of Florida as its agent for services of process in a proceeding for enforcement of any obligation or the rights of dissenting shareholders of All Around Welding, Inc. The Secretary of State shall mail any such process to the Red Hawk Industries, LLC at 5960 DTC Boulevard, Suite 100, Englewood, Colorado 80111.


5. Red Hawk Industries, LLC agrees to promptly pay to the dissenting shareholders of All Around Welding, Inc. the amount, if any, to which they are entitled under provision 607.1302 of the Florida Business Corporation Act.

6. The merger shall become effective at 9:00 a.m., Eastern time, on January 3, 2008.

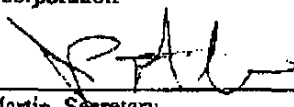
#816730.3

IN WITNESS WHEREOF, the entities set forth below have caused this certificate of merger to be signed by authorized officers as of the 20th day of December, 2007.

RED HAWK INDUSTRIES, LLC,
a Colorado limited liability company

By: 
Jon Martin, Secretary and Authorized Signer

ALL AROUND WELDING, INC.,
a Florida corporation

By: 
Jon Martin, Secretary

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Exhibit A

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 20, 2007, is made and entered into by and between RED HAWK INDUSTRIES, LLC, a Colorado limited liability company ("Red Hawk"), and ALL AROUND WELDING, INC., a Florida corporation (the "Merging Entity").

RECITALS

The boards of directors of each of Red Hawk and Merging Entity deem it advisable and in the best interests of Red Hawk and Merging Entity that Merging Entity be merged with and into Red Hawk as authorized by the Colorado Corporations and Associations Act and the Florida Business Corporation Act (the "Acts") upon the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Merging Entity shall be merged into Red Hawk as set forth below.

1. Parties. The parties to the merger are Red Hawk Industries, LLC, a Colorado limited liability company, and All Around Welding, Inc., a Florida corporation.
2. Surviving Entity. The Merging Entity will be merged with and into Red Hawk. The merger shall be effective at 9:00 a.m., Eastern time, on January 3, 2008 (the "Effective Time"). Red Hawk will be the surviving entity in the merger, and the separate existence of Merging Entity will cease at the Effective Time.
3. Articles of Organization and Operating Agreement. Upon the Effective Time, the Articles of Organization and Amended and Restated Operating Agreement (the "Operating Agreement") of Red Hawk will be the Articles of Organization and Operating Agreement of the surviving entity and will continue in full force and effect until thereafter amended in the manner prescribed by the applicable provisions of the Colorado Limited Liability Company Act, and such Articles of Organization and Operating Agreement.
4. Directors and Officers. The board of directors and officers of Red Hawk at the Effective Time will, from and after the Effective Time, be the board of directors and officers of the surviving entity, and will hold their positions until the election or appointment and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Articles of Organization and Operating Agreement of the surviving entity, or as otherwise provided by applicable law. The board of directors of Red Hawk constitute the managers of the surviving entity. The names and business addresses of the board of directors are:

#816434.2

Name of Director	Business Address
Harold Folsom	9 Farm Springs, Farmington, CT 06034
Antonio Cintra	9 Farm Springs, Farmington, CT 06034
Rahul Ghai	9 Farm Springs, Farmington, CT 06034

5. Effect of Merger. Upon the Effective Time, all property, real, personal and mixed, and all debts due to Merging Entity, as well as all other things and causes of action belonging to Merging Entity, will be vested in Red Hawk, and will thereafter be the property of Red Hawk as they were of Merging Entity, and all debts, liabilities and duties of Merging Entity will thereafter attach to Red Hawk and may be enforced against Red Hawk to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

6. Conversion of Shares. At the Effective Time, by virtue of the merger and without any action on the part of any other person or entity (i) all of the shares of stock in Merging Entity that are outstanding immediately prior to the merger shall cease to be outstanding and shall be deemed cancelled and (ii) all of the membership interests in Red Hawk that are outstanding immediately prior to the merger shall remain outstanding.

7. Certificate of Merger/Articles of Merger. Promptly after the approval of this Agreement by the board of directors and member of Red Hawk and the board of directors and stockholders of Merging Entity, the respective board of directors will cause a duly authorized officer of its respective entity to make and execute Articles of Merger and Statement of Merger, or other applicable certificates or documentation effecting this Agreement, and shall cause the same to be filed with the Secretary of State of Florida and the Secretary of State of Colorado, as applicable.

8. Miscellaneous.

a. Agreement. An executed copy of this Agreement will be on file at the principal place of business of the surviving entity at 5690 DTC Boulevard, Suite 100, Englewood, Colorado 80111, and, upon request and without cost, a copy thereof will be furnished to any member of Red Hawk or shareholder of Merging Entity.

b. Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

c. Further Assurances. From time to time, as and when required by Red Hawk or by its successors and assigns, there shall be executed and delivered on behalf of Merging Entity such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in Red Hawk the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Merging Entity and otherwise to carry out the purposes of

this Agreement, and the officers and directors of Red Hawk are fully authorized in the name and on behalf of Merging Entity or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

d. Amendment. The board of directors of Red Hawk and the board of directors of Merging Entity may amend this Agreement at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of the merger by the members of Red Hawk and stockholders of Merging Entity may not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or in conversion of membership interest of Red Hawk and shares of Merging Entity, (ii) alter or change any term of the Articles of Organization and Operating Agreement of the surviving entity to be effected by the merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alterations would adversely affect the holders of any class of stock or Merging Entity or membership interests of Red Hawk.

e. Termination. At any time before the Effective Time, this Agreement may be terminated and the merger may be terminated by the board of directors of Red Hawk or the board of directors of Merging Entity, notwithstanding the approval of this Agreement by the members of Red Hawk and the stockholders of Merging Entity.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed by their respective authorized officers as of this 20th day of December, 2007.

RED HAWK INDUSTRIES, LLC
a Colorado limited liability company

By: 

Jon Martin, Secretary

ALL AROUND WELDING, INC., a Florida
corporation

By: 

Jon Martin, Secretary

07 DEC 21 AM 10:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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