

M67206

(Requestor's Name)

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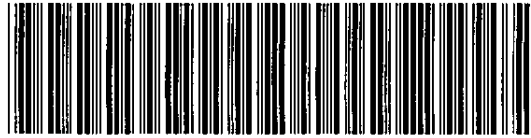
(Business Entity Name)

(Document Number)

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07 SEP -4 PM 2:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Morgan*  
*\* Out copy*  
*9-4-07*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** VTS MANAGEMENT, 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:

Raymond A. Biernacki, Jr.  
(Contact Person)

Biernacki & Biernacki, P.A.  
(Firm/Company)

2667 Enterprise Road  
(Address)

Orange City, FL 32763  
(City/State and Zip Code)

For further information concerning this matter, please call:

Raymond A. Biernacki, Jr. At ( 386 ) 775-1970  
(Name of Contact Person) (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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 27, 2007

RAYMOND A. BIERNACKI, JR  
2667 ENTERPRISE ROAD  
ORANGE CITY, FL 32763

SUBJECT: VTS MANAGEMENT, INC.  
Ref. Number: M67206

We have received your document for VTS MANAGEMENT, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6916.

Carol Mustain  
Document Specialist

Letter Number: 907A00051405

## 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>VT'S MANAGEMENT, INC.</u>	<u>Florida</u>	<u>M67206</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Reliant Investments of DeLand, Inc.</u>	<u>Florida</u>	<u>P98000071876</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**      /      /      (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 August 20, 2007.

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 August 20, 2007.

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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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

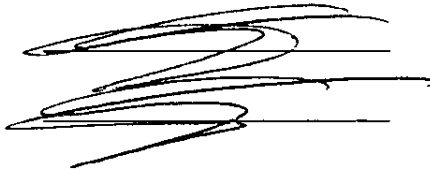
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

VTS MANAGEMENT, INC.



G. DONALD WHALEN-Director/President

RELIANT INVESTMENTS OF  
DELAND, INC.

G. DONALD WHALEN-Director/President

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PLAN AND AGREEMENT OF MERGER  
by merger of  
RELIANT INVESTMENTS OF DELAND, INC.  
with and into  
VTS MANAGEMENT, INC.

This is a Plan and Agreement of Merger (Agreement) between RELIANT INVESTMENTS OF DELAND, INC., a Florida corporation (the Merging Corporation), and VTS MANAGEMENT, INC., a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01 A plan of merger of RELIANT INVESTMENTS OF DELAND, INC. and VTS MANAGEMENT, INC., pursuant to Section 607.1101, Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) RELIANT INVESTMENTS OF DELAND, INC. shall be merged with and into VTS MANAGEMENT, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be VTS MANAGEMENT, INC.

(c) When this agreement shall become effective, the separate corporate existence of RELIANT INVESTMENTS OF DELAND, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of RELIANT INVESTMENTS OF DELAND, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of RELIANT INVESTMENTS OF DELAND, INC., as well as with the assets of VTS MANAGEMENT, INC.

(e) The shareholders of RELIANT INVESTMENTS OF DELAND, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of RELIANT INVESTMENTS OF DELAND, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of VTS MANAGEMENT, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of VTS MANAGEMENT, INC., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the

Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

#### Effective Date

1.02 The effective date of the merger (Effective Date) shall be the date when the Articles of Merger are filed by the Department of State.

### ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

#### Nonsurvivor

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, RELIANT INVESTMENTS OF DELAND, INC. represents and warrants to VTS MANAGEMENT, INC. as follows:

(a) RELIANT INVESTMENTS OF DELAND, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) RELIANT INVESTMENTS OF DELAND, INC. has an authorized capitalization of \$100.00, consisting of 100 shares of common stock, each of \$1.00 par value, of which 50 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) RELIANT INVESTMENTS OF DELAND, INC. has furnished the Surviving Corporation with all of its financial records. The financial records fairly present the financial condition of RELIANT INVESTMENTS OF DELAND, INC. as of the dates contained in the records and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods.

(d) All required federal, state and local tax returns of RELIANT INVESTMENTS OF DELAND, INC. have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. RELIANT INVESTMENTS OF DELAND, INC. has not been delinquent in the payment of any tax or assessment.

#### Survivor

2.02 As a material inducement to RELIANT INVESTMENTS OF DELAND, INC. to execute this Agreement and perform its obligations under this agreement, VTS MANAGEMENT, INC. represents and warrants to RELIANT INVESTMENTS OF DELAND, INC. as follows:

(a) VTS MANAGEMENT, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) VTS MANAGEMENT, INC. has an authorized capitalization of \$1,000.00, consisting of 1000 shares of common stock, each of \$1.00 par value, of which 500 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

#### Securities Law

2.03 The parties will mutually arrange for and manage all necessary procedures and requirements under federal and State of Florida security laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

### ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

#### Interim Conduct of Business: Limitation

3.01 Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of VTS MANAGEMENT, INC., pending consummation of the merger, RELIANT INVESTMENTS OF DELAND, INC. shall not:

(a) Except on declaration and payment of cash dividend on its common stock not exceeding \$1.00 per share, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

#### Submission to Shareholders

3.02 This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

#### Conditions Precedent to Obligations of RELIANT INVESTMENTS OF DELAND, INC.

3.03 Except as may be expressly waived in writing by RELIANT INVESTMENTS, INC., all of the obligations of RELIANT INVESTMENTS OF DELAND, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by VTS MANAGEMENT, INC.:

(a) The representations and warranties made by VTS MANAGEMENT, INC. to RELIANT INVESTMENTS OF DELAND, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall be true and correct in all material respects. If VTS MANAGEMENT, INC. shall have discovered any material error, misstatement, or omission in these representations



and warranties on or before the Effective Date, it shall report that discovery immediately to RELIANT INVESTMENTS OF DELAND, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from RELIANT INVESTMENTS OF DELAND, INC.

(b) VTS MANAGEMENT, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### Conditions Precedent to Obligations of VTS MANAGEMENT, INC.

3.04 Except as may be expressly waived in writing by VTS MANAGEMENT, INC., all of the obligations of VTS MANAGEMENT, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by RELIANT INVESTMENTS OF DELAND, INC.:

(a) The representations and warranties made by RELIANT INVESTMENTS OF DELAND, INC. to VTS MANAGEMENT, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall be true and correct in all material respects. If RELIANT INVESTMENTS OF DELAND, INC. shall have discovered any material error, misstatement, or omission in these representations and warranties on or before the Effective Date, it shall report that discovery immediately to VTS MANAGEMENT, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from VTS MANAGEMENT, INC.

(b) RELIANT INVESTMENTS OF DELAND, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### ARTICLE 4. MANNER OF CONVERTING SHARES

##### Manner

4.01 The holders of shares of RELIANT INVESTMENTS OF DELAND, INC. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

##### Basis

4.02 The shareholders of RELIANT INVESTMENTS OF DELAND, INC. shall be entitled to receive 500 shares of the Surviving Corporation, each of \$1.00 par value.

Shares of Survivor

4.03 The currently outstanding 500 shares of common stock of VTS MANAGEMENT, INC., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01 The present Board of Directors of VTS MANAGEMENT, INC. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

ARTICLE 6. BYLAWS

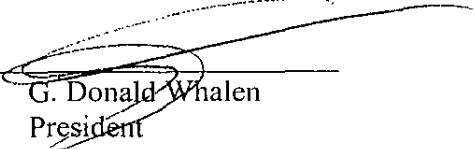
Bylaws of Survivor

6.01 The bylaws of VTS MANAGEMENT, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporations until altered, amended, or repealed as provided in the bylaws or as provided by law.

IN WITNESS WHEREOF, this Agreement was executed on August 20, 2007.

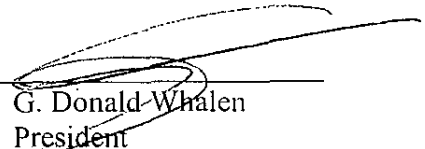
VTS MANAGEMENT, INC.

(corporate seal)

By:   
Its: President

RELIANT INVESTMENTS OF DELAND, INC.

(corporate seal)

By:   
Its: President