

Document Number Only

M78710

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850)222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Merger

*Excalibur Contracting, Inc., a Florida Corporation
merging into: Excalibur Contracting, Inc., a Delaware Corporation*

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
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| <input type="checkbox"/> Foreign | | |
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| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
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THANKS
LAURA EARNEST

ARTICLES OF MERGER
Merger Sheet

MERGING:

EXCALIBUR CONTRACTING, INC., a Florida corporation M78710
,

INTO

EXCALIBUR CONTRACTING, INC., a Delaware corporation not qualified in
Florida.

File date: February 10, 2000

Corporate Specialist: Annette Ramsey

FILED

00 FEB 10 PM 4:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

EXCALIBUR CONTRACTING, INC., a Florida corporation

AND

EXCALIBUR CONTRACTING, INC., a Delaware corporation

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger.

1. The Agreement and Plan of Merger of Excalibur Contracting, Inc., a Florida corporation, ("Excalibur FL") and Excalibur Contracting, Inc., a Delaware corporation, ("Excalibur DE") annexed hereto and made a part hereof is the Plan of Merger for merging Excalibur FL with and into Excalibur DE.

2. The Plan of Merger was approved and adopted by the shareholders of Excalibur FL in accordance with the Florida Business Corporation Act on January 14, 2000.

3. The merger of Excalibur FL with and into Excalibur DE is permitted by the laws of the jurisdiction of organization of Excalibur DE and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the shareholders of Excalibur DE was January 14 , 2000.

4. The effective time and date of the merger herein provided for in the State of Florida shall be upon the date of filing.

Executed on February 4th, 2000.

Excalibur Contracting, Inc., a Florida corporation

By John R. Hislop
John R. Hislop, Secretary

Excalibur Contracting, Inc., a Delaware corporation

By John R. Hislop
John R. Hislop, Secretary

**AGREEMENT AND PLAN OF MERGER OF FOREIGN
CORPORATION INTO DOMESTIC CORPORATION**

AGREEMENT AND PLAN OF MERGER made this 14th day of January, 2000, between Excalibur Contracting, Inc., a Florida corporation, hereinafter called "Old Excalibur", Excalibur Contracting, Inc., a Delaware corporation, hereinafter called "New Excalibur".

WHEREAS, Old Excalibur has an authorized capital stock consisting of 50,000,000 shares of common stock, par value \$0.001 per share, of which 7,170,000 shares of common stock have been duly issued and are now outstanding, and

WHEREAS, New Excalibur has an authorized capital stock consisting of 50,000,000 shares of common stock par value \$0.001 per share and 5,000,000 shares of preferred stock par value \$0.001 per share, of which 1,000 shares of common stock have been duly issued and are now outstanding.

Therefore be it agreed that:

1. **MERGER.** Old Excalibur shall be and it hereby is merged into New Excalibur.
2. **EFFECTIVE TIME.** This Agreement of Merger shall become effective immediately upon compliance with the laws of the States of and Delaware and Florida, the time of such effectiveness being hereinafter called the "Effective Time".
3. **SURVIVING CORPORATION.** New Excalibur shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware and the separate corporate existence of Old Excalibur shall cease forthwith upon the Effective Time.
4. **AUTHORIZED CAPITAL.** The authorized capital stock of New Excalibur following the Effective Time shall be as set forth in the Certificate of Incorporation of New Excalibur unless and until the same shall be changed in accordance with the laws of the State of Delaware.
5. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of New Excalibur as existing prior to the Effective Time shall be the Certificate of Incorporation of New Excalibur following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of New Excalibur or upon any other persons whomsoever are subject to the reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of New Excalibur separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of New Excalibur.

6. BYLAWS. The Bylaws of New Excalibur as they exist on the Effective Time shall be the Bylaws of New Excalibur following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of New Excalibur immediately after the Effective Time of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of Old Excalibur immediately prior to the Effective Time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. FURTHER ASSURANCE OF TITLE. If at any time New Excalibur shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to New Excalibur any right, title, or interest of Old Excalibur held immediately prior to the Effective Time, Old Excalibur and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in New Excalibur as shall be necessary to carry out the purposes of this Agreement of Merger, and New Excalibur and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Old Excalibur or otherwise.

9. RETIREMENT OF ORGANIZATION STOCK. Forthwith upon the Effective Time, each of the 1,000 shares of the Common Stock of New Excalibur presently issued and outstanding shall be retired, and no shares of Common Stock or other securities of New Excalibur shall be issued in respect thereof.

10. CONVERSION OF OUTSTANDING STOCK. Forthwith upon the Effective Time, each of the issued and outstanding shares of common stock of Old Excalibur and all rights in respect thereof shall be converted into one full paid and nonassessable share of common stock of New Excalibur, and each certificate nominally representing shares of common stock of Old Excalibur shall for all purposes be deemed to evidence the ownership of a like number of shares of common stock of New Excalibur. The holders of such certificates shall not be required immediately to surrender the same in exchange for certificates of common stock in New Excalibur but, as certificates nominally representing shares of common stock of Old Excalibur are surrendered for transfer, New Excalibur will cause to be issued certificates representing shares of common stock of New Excalibur, and, at any time upon surrender by any holder of certificates nominally representing shares of common stock of Old Excalibur, New Excalibur will cause to be issued therefor certificates for a like number of shares of common stock of New Excalibur.

11. RIGHTS AND LIABILITIES OF SECOND COMPANY. At and after the Effective Time, New Excalibur shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to Old Excalibur or whatever account shall be vested in New Excalibur; all claims, demands, property, rights,

privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of New Excalibur as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Old Excalibur shall not revert or be in any way impaired by reason of the merger, but shall be vested in New Excalibur; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to New Excalibur and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and New Excalibur shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

12. **BOOK ENTRIES.** As of the Effective Time entries shall be made upon the books of New Excalibur in accordance with the following:

(a) The assets and liabilities of Old Excalibur shall be recorded at the amounts at which they are carried on the books of Old Excalibur immediately prior to the Effective Time with appropriate adjustment to reflect the retirement of the 1,000 shares of Common Stock of New Excalibur presently issued and outstanding.

(b) There shall be credited to Capital Account the aggregate amount of the par value per share of all of the Common Stock of New Excalibur resulting from the conversion of the outstanding Common Shares of Old Excalibur.

(c) There shall be credited to Capital Surplus Account an amount equal to that carried on the Capital Surplus Account of Old Excalibur immediately prior to the Effective Time.

(d) There shall be credited to Earned Surplus Account an amount equal to that carried on the Earned Surplus Account of Old Excalibur immediately prior to the Effective Time.

13. **SERVICE OF PROCESS ON SECOND COMPANY.** New Excalibur agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Old Excalibur as well as for the enforcement of any obligation of New Excalibur arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the Florida Business Corporation Law.

14. **TERMINATION.** This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of Old Excalibur at any time prior to the Effective Time, whether before or after approval by the shareholders of the two corporate parties hereto.

15. **PLAN OF REORGANIZATION.** This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

16. EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS. New Excalibur shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of Old Excalibur may be entitled by reason of this merger.