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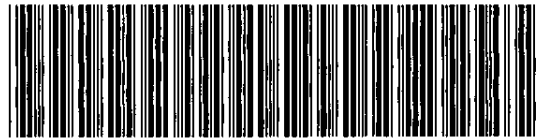
(Business Entity Name)

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DIVISION OF CORPORATIONS
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Merger/CC/a/s
@ 12/3/08

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Madeira Bay International, Corp.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Frederick Woodbridge, Jr.
(Contact Person)

Frederick Woodbridge, Jr., P.A.
(Firm/Company)

701 Brickell Avenue, Suite 1650
(Address)

Miami, FL 33131-2847
(City/State and Zip Code)

For further information concerning this matter, please call:

Frederick Woodbridge, Jr. At (305) 358-9414
(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

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

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DIVISION OF CORPORATIONS

(Attach additional sheets if necessary)

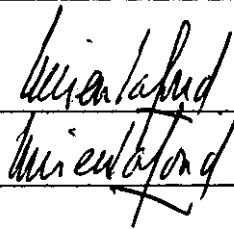
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Drakkar Enterprises, Inc.



Lucien G. Lafond, President & Director

Madeira Bay International, Corp.

Lucien G. Lafond, President & Director

PLAN AND AGREEMENT OF MERGER OF DRAKKAR ENTERPRISES, INC., A FLORIDA CORPORATION, AND MADEIRA BAY INTERNATIONAL, CORP., A FLORIDA CORPORATION

THIS PLAN AND AGREEMENT OF MERGER, dated August 15, 2008 (the "**Agreement**"), is entered into between MADEIRA BAY INTERNATIONAL, CORP., a Florida corporation ("**MADEIRA BAY**") and DRAKKAR ENTERPRISES, INC., a Florida corporation ("**DRAKKAR**").

RECITALS

A. DRAKKAR has an aggregate authorized capital of 1,000 shares of Common Stock, par value of \$0.01 per share (the "**DRAKKAR Common Stock**"), of which, as of August 15, 2008, 100 shares were duly issued and outstanding.

B. MADEIRA BAY has an aggregate authorized capital stock of 100 shares of Common Stock, par value of \$1.00 per share (the "**MADEIRA BAY Common Stock**"), of which 100 shares have been duly issued and are now outstanding.

C. The respective Boards of Directors of MADEIRA BAY and DRAKKAR believe that the best interests of MADEIRA BAY and DRAKKAR and their respective stockholders will be served by the merger of DRAKKAR with MADEIRA BAY under and pursuant to the provisions of this Agreement and the Florida General Corporation Act, upon consummation of which the assets and business of DRAKKAR will be owned by MADEIRA BAY, and all issued and outstanding shares of capital stock of DRAKKAR will be exchanged for common stock of MADEIRA BAY with terms and conditions as set forth more fully herein.

AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. MERGER

DRAKKAR shall be merged with and into MADEIRA BAY (the "**MERGER**").

2. SHAREHOLDER APPROVAL

Prior to the filing of Articles of Merger with the Secretary of State of Florida, the majority of the outstanding shares of DRAKKAR entitled to vote at the 2008 Annual Meeting of Stockholders of DRAKKAR shall have approved this Agreement and the transaction contemplated hereby.

3. EFFECTIVE DATE

The Merger shall become effective immediately upon the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida General Corporation Act. The time of such effectiveness is hereafter called the "**Effective Date**".

4. SURVIVING CORPORATION

MADEIRA BAY shall be the surviving corporation of the Merger and shall continue to be governed by the Laws of the State of Florida. On the Effective Date, the separate corporate existence of DRAKKAR shall cease.

5. NAME OF SURVIVING CORPORATION

On the Effective Date, the name of MADEIRA BAY shall remain unchanged.

6. ARTICLES OF INCORPORATION

The Articles of Incorporation of MADEIRA BAY as they exist on the Effective Date shall be the Articles of Incorporation of MADEIRA BAY following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the Laws of the State of Florida.

7. BYLAWS

The Bylaws of MADEIRA BAY as they exist on the Effective Date shall be the Bylaws of MADEIRA BAY following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

8. BOARD OF DIRECTORS AND OFFICERS

The members of the Board of Directors and the officers of DRAKKAR immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of MADEIRA BAY following the Effective Date, and such persons shall serve in such offices for the terms provided by Law or in the Bylaws, or until their respective successors are elected and qualified.

9. RETIREMENT OF OUTSTANDING MADEIRA BAY STOCK

Forthwith upon the Effective Date, each of the 100 shares of the MADEIRA BAY Common Stock presently issued and outstanding shall be retired, and no shares of MADEIRA BAY Common Stock or other securities of MADEIRA BAY shall be issued in respect thereof.

10. CONVERSION OF OUTSTANDING DRAKKAR STOCK

Forthwith upon the Effective Date, each issued and outstanding share of DRAKKAR Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of MADEIRA BAY Common Stock, and each certificate representing shares of DRAKKAR Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of MADEIRA BAY Common Stock as are set forth in such certificate. Certificates of DRAKKAR Common Stock presented for transfer following the Effective Date will be replaced with certificates for the same number of shares of MADEIRA BAY Common Stock. Notwithstanding any portion of this Agreement to the contrary, the shareholders of DRAKKAR and MADEIRA BAY hereby wave any and all notice, presentment or demand for appraisal rights, if any, under applicable law.

11. RIGHTS AND LIABILITIES OF MADEIRA BAY

At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida General Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of DRAKKAR and MADEIRA BAY shall be vested in MADEIRA BAY without reversion or impairment; MADEIRA BAY shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchise, both public and private, and all of the property, real, personal and mixed of each of DRAKKAR and MADEIRA BAY without reversion or impairment; MADEIRA BAY shall thenceforth be responsible and liable for all the liabilities and obligations of each DRAKKAR and MADEIRA BAY; MADEIRA BAY shall succeed, without other transfer, to all of the debts, duties, liabilities claims and obligations of DRAKKAR in the same manner as if MADEIRA BAY had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act; any claim existing or action or proceeding pending by or against DRAKKAR or MADEIRA BAY may be continued as if the Merger did not occur or MADEIRA BAY may be substituted for DRAKKAR in the proceeding; neither the rights of creditors nor any liens upon the property of DRAKKAR or MADEIRA BAY shall be impaired by the Merger; and MADEIRA BAY 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. TERMINATION

This Agreement may be terminated and abandoned by action of the respective Boards of Directors of DRAKKAR and MADEIRA BAY at any time prior to the Effective Date, whether before or after approval by the stockholders of either or both of the parties hereto.

13. AMENDMENT

The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of MADEIRA BAY, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. INSPECTION OF AGREEMENT

Executed copies of this Agreement will be on file at the principal place of business of MADEIRA BAY. A copy of this Agreement shall be furnished by MADEIRA BAY, on request and without cost, to any stockholder of either DRAKKAR or MADEIRA BAY.

15. GOVERNING LAW

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the Laws of the State of Florida.

15. TAX CHARACTERIZATION OF MERGER

For United States federal income tax purposes, it is intended that the Merger will qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.


IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its President and attested by its Secretary.

DRAKKAR ENTERPRISES, INC.,

a Florida corporation:

By


Lucien G. Lafond, President

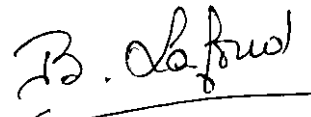

B. Lafond, Secretary

MADEIRA BAY INTERNATIONAL, CORP.,

a Florida corporation:

By:


Lucien G. Lafond, President


B. Lafond, Secretary