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EXAMINER



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TALLAHASSEE, FLORIDA

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CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

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CONTACT: KATIE WONSCH

DATE: 08/01/2011

REF. #: 002120.152040

CORP. NAME: JDK INVESTMENTS, INC.

- | | | |
|------------------------------------------------------|-------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 540850 **FOR \$** 70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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ARTICLES OF MERGER

Pursuant to the Florida Business Corporation Act, the undersigned certify the following:

1. The name and jurisdiction of organization of each business entity which is to merge is:

JDK Investments, Inc., a Florida corporation (the "Corporation")
Kleinhans Holdings LLC, a Missouri limited liability company (the "LLC")
2. The surviving entity and the jurisdiction of its organization or formation is:

Kleinhans Holdings LLC, a Missouri limited liability company
3. The Plan of Merger is attached hereto.
4. The Plan of Merger was authorized and approved by the members and the manager of the LLC and by the shareholders and the board of directors of the Corporation in accordance with the Missouri Limited Liability Company Act and the Florida Business Corporation Act, respectively.
5. The principal office of the surviving LLC is located at 347 Oakridge Parkway, Arnold, MO 63010.
6. The surviving LLC is deemed to have appointed the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Corporation.
7. The surviving LLC has agreed to promptly pay to the dissenting shareholders of the Corporation the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.
8. The effective date of this document is the date of the filing hereof.

In affirmation thereof, the facts stated above are true.

KLEINHANS HOLDINGS LLC

By: 

Donald A. Kleinhans, Manager

JDK INVESTMENTS, INC.

By: 

Jeffrey D. Kleinhans, Authorized Person

PLAN OF MERGER

THIS PLAN OF MERGER ("Agreement") is entered into as of the _____ day of _____, 2011, by and between Kleinhans Holdings LLC, a Missouri limited liability company (the "LLC"), and JDK Investments, Inc., a Florida corporation (the "Corporation").

RECITAL

In accordance with the Missouri Limited Liability Company Act (the "Missouri Act") and the Florida Business Corporation Act (the "Florida Act"), all of the members and the manager of the LLC and all of the shareholders and directors of the Corporation have determined that it would be in the best interests of the LLC and the Corporation and their respective members and shareholders to enter into this Agreement, whereby the Corporation will merge with and into the LLC on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. On the terms set forth in this Agreement and in accordance with the provisions of the Missouri Act and the Florida Act, the Corporation will be merged with and into the LLC (the "Merger"). Following the Merger, the separate corporate existence of the Corporation shall cease, and the LLC shall continue its existence as the surviving entity under the laws of the State of Missouri (the "Surviving LLC").

1.2 Effective Time. The Merger will be consummated by filing the Notice of Merger (the "Notice of Merger") in the form required by the Missouri Act with the Secretary of State of Missouri and the Articles of Merger and Plan of Merger in the form required by the Florida Act with the Secretary of State of Florida. The Merger shall become effective on the date of the filing of the Notice of Merger in the form required by the Missouri Act with the Secretary of State of Missouri and the Articles of Merger and Plan of Merger in the form required by the Florida Act with the Secretary of State of Florida.

1.3 Effect of Merger. The Merger shall have the effect set forth in Section 347.133 of the Missouri Act and in Section 607.11101 of the Florida Act, including without limitation, the effect that the Surviving LLC shall possess all the rights, privileges, immunities, franchises and property of the Corporation and shall be subject to all of the debts and obligations of the Corporation, as such existed prior to the Merger.

1.4 Articles of Organization and Operating Agreement of the LLC. After the Merger:

(a) the Articles of Organization of the LLC as in effect immediately prior to the Merger shall be the Articles of Organization of the Surviving LLC.

(b) the Operating Agreement of the LLC in effect immediately prior to the Merger shall be the Operating Agreement of the Surviving LLC.

1.5 Manager. From and after the Merger, the manager of the LLC in office immediately prior to the Merger shall be the manager of the Surviving LLC. The name and address of the manager of the Surviving LLC are as follows: Donald A. Kleinhans, 347 Oakridge Parkway, Arnold, MO 63010.

ARTICLE II CONVERSION OF SHARES

Effective as of the date of the Merger, without any further action on the part of any party (a) each membership interest of the LLC which shall be issued and outstanding on the effective date of the Merger shall remain issued and outstanding, and (b) the LLC will not issue any of its membership interests for the shares of stock of the Corporation inasmuch as the sole shareholders of the Corporation (or their trusts) are the sole members of the LLC. All of the shares of stock in the Corporation shall, upon the effective date of the Merger, be canceled. The membership interests of the LLC shall not be converted, but each said membership interest which is issued as of the effective date of the Merger shall continue to represent a membership interest of the LLC.

ARTICLE III MISCELLANEOUS

3.1 Amendment. This Agreement may be amended by the parties at any time prior to the effective time of the Merger by the appropriate vote of the manager of the LLC and the shareholders and directors of the Corporation, respectively.


3.2 Extension; Waiver. At any time prior to the effective time of the Merger, the sole manager and Board of Directors of the LLC and the Corporation, respectively, to the extent legally allowed: (a) may extend the time for performance of any of the obligations or other acts of any other party to this Agreement or (b) may waive compliance with any of the agreements or conditions contained herein.

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

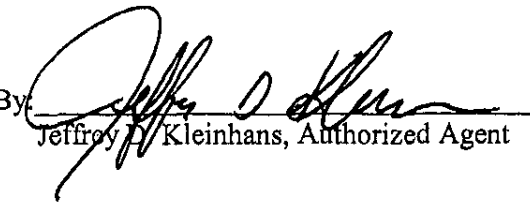
Remainder of page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

KLEINHANS HOLDINGS LLC,
a Missouri limited liability company

By: 
Donald A. Kleinhans, Manager

JDK INVESTMENTS, INC.,
a Florida corporation

By: 
Jeffrey D. Kleinhans, Authorized Agent