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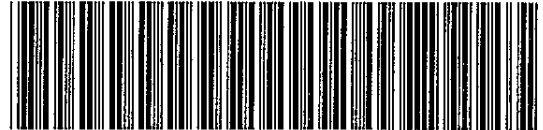
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TALLAHASSEE, FLORIDA

Merger

Fabian
&
Clendenin
A Professional Corporation



Attorneys at Law

215 South State, Twelfth Floor
Salt Lake City, UT 84111
Telephone: (801) 531-8900

P.O. Box 510210
Salt Lake City, UT 84151-0210

James C. Waddoups

Attorney at Law
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jwaddoups@fabianlaw.com

March 11, 2005

FLORIDA SECRETARY OF STATE
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

*Re: Centurion Holding Investments, Inc.
Articles of Merger*

Dear Division:

Regarding the above referenced entity, please find enclosed the following:

1. Florida form Transmittal Letter, requesting the filing of the Articles of Merger for Centurion Holding Investments, Inc., and the return of a Certified copy;
2. The Articles of Merger for Centurion Holding Investments, Inc., submitted in duplicate;
3. A check in the amount of \$82.75, including \$70.00 for the filing of the Articles of Merger and \$12.75 for the Certified copy;
4. An additional copy of the Articles of Merger for Centurion Holding Investments, Inc.;
5. A self-address stamped envelope.

So that I might know that you have received the above filing, might I impose upon you to return a file stamped copy in the enclosed self-address stamped envelope.

Thank you for your attention to this matter. If you have any questions, or need additional information, please contact me or Mr. Waddoups.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Debra J. Hulse', is written over a horizontal line.

Debra J. Hulse, Legal Assistant to
JAMES C. WADDOUPS

JCW/djh
Enclosure

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CENTURION HOLDING INVESTMENTS, INC.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

JAMES C. WADDOUPS

(Name of person)

FABIAN & CLENDENIN

(Name of firm/company)

215 South State Street, Suite 1200

(Address)

Salt Lake City, UT 84111

(City/state and zip code)

For further information concerning this matter, please call:

James Waddoups

(Name of person)

at (801) 531-8900

(Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Centurion Holding Investments, Inc.	Nevada	C1959-2005

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Centurion Holding Investments, Inc.	Florida	P04000006377

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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 in the future.)

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 01/28/2005.

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 01/28/2005.

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)

Typed or Printed _____

Typed or Printed Name of Individual & Title

Simon Hoyle, President

Simon Hoyle, President

Simon Hoyle, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Centurion Holding Investments, Inc.	Nevada

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Centurion Holding Investments, Inc.	Florida

Third: The terms and conditions of the merger are as follows:

See attached Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER
OF
CENTURION HOLDING INVESTMENTS, INC.
a Florida corporation
AND
CENTURION HOLDING INVESTMENTS, INC.
a Nevada Corporation
INTO

CENTURION HOLDING INVESTMENTS, INC.,
a Nevada Corporation

This AGREEMENT AND PLAN OF MERGER, dated as of the 24 day of January, 2005 (the "Agreement"), is made by and between Centurion Holding Investments, Inc., a Florida corporation ("Constituent Entity") and Centurion Holding Investments, Inc., a Nevada corporation and governed under the laws of the State of Nevada ("Surviving Entity").

WITNESSETH

WHEREAS, the Boards of Directors of the Constituent Entity and the Surviving Entity have determined that it is in the best interests of said corporations and their respective stockholders that the Constituent Entity be merged into the Surviving Entity (the "Merger") for the purpose of carrying out a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Constituent Entity and the Surviving Entity each has or will have the same stockholders; and

WHEREAS, the Florida Common Stock and the Nevada Common Stock are the only capital stock of the Constituent Entity and Surviving Entity entitled to vote upon the adoption of this Agreement, and the affirmative votes of the holders of a

majority of the outstanding shares of Nevada Common Stock and of the outstanding shares of Florida Common Stock, respectively, are required for such adoption;

NOW, THEREFORE, in consideration of the promises and mutual agreements and provisions herein contained, the Constituent Entity and the Surviving Entity do hereby agree that the Constituent Entity shall, on the Effective Date of this Agreement (as defined in Section 1.3 hereof), be merged into the Surviving Entity, which shall be the surviving corporation, and that the terms and conditions relating to the Merger and the transactions to be effected thereafter between the Constituent Entity and the Surviving Entity, and the mode of carrying the same into effect be as follows:

ARTICLE I

Merger

1.1. Merger. On the Effective Date (as hereinafter defined), the Constituent Entity shall be merged into the Surviving Entity, and the Surviving Entity shall merge the Constituent Entity into itself. Surviving Entity shall be the surviving corporation and shall continue and be deemed to continue for all purposes after the Merger of the Constituent Entity into the Surviving Entity.

1.2. Articles of Merger. Upon the adoption of this Agreement by the stockholders of the outstanding shares of Nevada Common Stock and by the stockholders of the outstanding shares of Florida Common Stock, and at such times as shall be deemed advisable by the Boards of Directors of the Constituent Entity and the Surviving Entity, Articles of Merger (the "Articles") shall be signed and verified on behalf of the Constituent Entity and the Surviving Entity and delivered to the Department of State of the State of Nevada for filing in accordance with the provisions of the Nevada Mergers and Exchanges of Interest, and Articles signed and verified on shall be delivered to the Secretary of State of the State of Florida pursuant the applicable code provisions governing Florida corporations.

1.3. Filing of this Agreement and Officer's Certificate. A copy of this Agreement and the officer's certificate as contained in the Articles shall be filed with the Secretary of State of the State of Florida.

1.4. Effective Date. The Merger shall become effective upon filing the aforementioned Articles of Merger with the Department of State of the State of Nevada, such date is referred to herein as the "Effective Date."

1.5. Surviving Entity. The corporation which shall survive the Merger and continue to exist under and be governed by the laws of the State of Nevada is Centurion Holding Investments, Inc., a Nevada corporation. The Certificate of Incorporation and the By-Laws of the Surviving Entity, as in effect on the Effective Date, will continue in full force and effect as the Certificate of Incorporation and the By-Laws of the Surviving Entity.

ARTICLE II

Plan of Merger

2.1. Conversion of Stock. The method of carrying into effect the Merger and the manner and basis of converting the shares of the Constituent Entity into shares of the Surviving Entity shall be that all of the issued and outstanding shares of the Constituent Entity shall as of the Effective Date be converted to shares of the Surviving entity in the same ownership percentages of the Surviving Entity as each stockholder held in the Constituent Entity immediately prior to the Effective Date.

2.2. Effect of Stock Conversion. From and after the Effective Date:

2.2.1. the stockholders in the Constituent Entity shall cease to have any rights in respect of such Florida Common Stock except the right to receive Nevada Common Stock of the Surviving Entity with the same rights and privileges as the Florida Common Stock had prior to the Effective Date; and

2.2.2. no transfer of any shares of Florida Common Stock in the Constituent Entity shall be made on the books of the Surviving Entity.

ARTICLE III

Certain Effects of Merger

3.1. Effects of the Merger. The Merger shall have the effects set forth in Nevada Revised Statutes ("NRS") Section 92A.250(1), namely:

3.1.1 The Constituent Entity shall merge into the Surviving Entity and the separate existence of the Constituent Entity shall cease.

3.1.2 The title to all real estate and other property owned by the Constituent Entity is vested in the Surviving Entity without reversion or impairment.

3.1.3 The Surviving Entity has all of the liabilities of the Constituent Entity.

3.1.4 A proceeding pending against the Constituent Entity may be continued as if the Merger had not occurred or the Surviving Entity may be substituted in the proceeding for the Constituent Entity.

3.1.5 The Articles of Incorporation of the Surviving Entity as in effect as of the date hereof shall be the Articles of Incorporation of the Surviving Entity following the Merger and the Bylaws of the Surviving Entity in effect as of the date hereof shall continue to be the Bylaws of the Surviving Entity following the Merger.

3.1.6 The shares of Florida Common Stock of the Constituent Entity that are being converted into Nevada Common Stock of the Surviving Entity are converted, and the holders of said shares of Nevada Common Stock are entitled only to the rights provided in the Articles of Merger.

3.2 Rights of Surviving Entity. As a result of the Merger, all the rights, privileges, franchises, immunities and interests of the Constituent Entity, both of a public and private nature, all of the property, real, personal, mixed, tangible and intangible, all debts, liabilities and obligations due on whatever account, and all other things in action belonging to or due from the Constituent Entity and all and every other interest, shall be vested in and shall vest in the Surviving Entity, automatically and by operation of law and without further act or deed, as effectively as they were vested in the Constituent Entity; and all claims, demands, property and every other interest shall be as effectually the property of the Surviving Entity as they were of the Constituent Entity; the title to any real estate vested in the Constituent Entity shall vest in the Surviving Entity, without further act or deed; all rights of creditors and all liens upon the property of the Constituent Entity shall be preserved unimpaired, and all liabilities and obligations of the Constituent Entity shall thenceforth attach and be assumed by the Surviving Entity and may be enforced against it to the same extent as if they had been incurred or contracted by the Surviving Entity. Upon the filing of the Articles of Merger, the Constituent Entity shall cease to exist as a separate corporate entity under the laws of the State of Florida and its successor shall be the Surviving Entity. The Surviving Entity agrees that it shall provide the Secretary of State of Florida the address of its principal office and that the Surviving Entity shall: (i) be considered to have authorized service of process on it, in connection with any such proceeding, by registered or certified mail return receipt requested, to the address of its principal office as set forth in the articles of merger or as last changed by notice delivered to the division for filing; (ii) promptly pay to the dissenting shareholders of Constituent Entity, if any, the amount, if any, to which they are entitled; and (iii) qualify and register with the Secretary of State of Florida if it is to transact business in the State of Florida. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of Surviving Entity shall continue unaffected and unimpaired by the Merger.

3.3 Indemnification. The Surviving Entity agrees that at all times after the Effective Date, it will and shall indemnify each person who is a director or officer of the Constituent Entity on the date hereof (individually an "Indemnified Party" and collectively the "Indemnified Parties"), with respect to any claim, liability, loss, damage,

judgment, fine, penalty, amount paid in settlement or compromise, cost or expense, including reasonable fees and expenses of legal counsel ("Indemnified Liability"), to the extent such Indemnified Party would have been indemnified pursuant to the Constituent Entity's Articles of Incorporation or Bylaws as in effect as of the date hereof, based in whole or in part on, or arising in whole or in part out of, any matter existing or occurring at or prior to the Effective Date whether commenced, asserted or claimed before or after the Effective Date, and shall advance expenses to such Indemnified Party to the extent such Indemnified Party would have been advanced expenses pursuant to the Constituent Entity's Articles of Incorporation or Bylaws as in effect as of the date hereof.

ARTICLE IV

Abandonment and Termination

4.1. Abandonment and Termination. The Merger shall be abandoned and not consummated and this Agreement shall be terminated if the Board of Directors of the Constituent Entity or the Surviving Entity shall, for whatever reason, decide that abandonment and termination of this Agreement is in the best interests of the stockholders of the Constituent Entity or the Surviving Entity, respectively.

4.2. Effect of Abandonment. In the event that the Merger is abandoned and not consummated and this Agreement is terminated as in this Article IV provided, this Agreement shall forthwith become wholly void and of no effect and there shall be no liability on the part of either the Constituent Entity or the Surviving Entity, or any of their respective directors, officers and stockholders.

ARTICLE V

General

5.1. Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties with reference to the subject matter hereof.

5.2. Waivers, Amendments, and Modifications. Any term or condition of this Agreement may be waived, amended or modified in whole or in part at any time prior to the adoption of this Agreement by stockholders of the Constituent Entity and the Surviving Entity by an agreement in writing executed in the same manner as this Agreement after authorization thereof by the Board of Directors of the Constituent Entity and the Surviving Entity.

5.3. Expenses. If the Merger becomes effective, the Surviving Entity will bear and pay all expenses thereof.

5.4. Binding Effect, Benefits. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

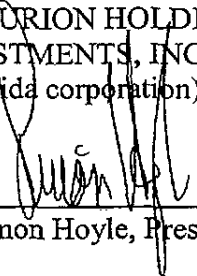
5.5. Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

5.6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

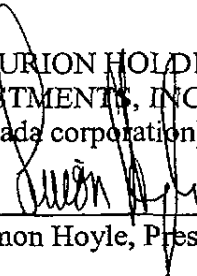
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IN WITNESS WHEREOF, this Agreement has been adopted by the Board of Directors of Surviving Entity and Constituent Entity and has been signed by a duly authorized officer of each.

CENTURION HOLDING
INVESTMENTS, INC.
(a Florida corporation)

By: 
Simon Hoyle, President

CENTURION HOLDING
INVESTMENTS, INC.
(a Nevada corporation)

By: 
Simon Hoyle, President