

PD4000 115826

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800267446588

12/29/14--01032--017 **70.00

Magee
JAN 02 2015

R. WHITE

FILED
14 DEC 29 PM 4:27
RECEIVED OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: A.G. Solid Investments, 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:

Chapman Smith, Esq.
Contact Person

Chapman Smith & Associates, PLC
Firm/Company

2699 Stirling Road, Suite A201
Address

Fort Lauderdale, FL 33312
City/State and Zip Code

csmith@csmithassoc.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Chapman Smith At (954) 981-3249
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

FILED
14 DEC 29 PM 4:27

business Corporation Act,
TALLAHASSEE, FLORIDA

• 50

Document Number
(If known/ applicable)

Document Number
(if known/ applicable)

are filed with the I

prior to the date of filing or more

STATEMENT)

on December 24, 2014

oration on

STATEMENT)

(s) on December 24, 2014 .

ration(s) on

(Attach additional sheets if necessary)

[illegible]

PLAN OF MERGER

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

First: The name and jurisdiction of the surviving corporation:

Jurisdiction

Florida

Second: The name and jurisdiction of each merging corporation:

Jurisdiction

Florida

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

See Article 2 in attached Agreement and 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 Article 2 in attached Agreement and 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:
None

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated effective as of December 21, 2014, is entered into by and between **A.G. Solid Investments, Inc.**, a Florida corporation (“**AGS**”) and **Next Century Development, Inc.**, a Florida corporation (the “**NCD**”).

RECITALS:

- A. The Parties desire to set forth the terms and conditions pursuant to which NCD shall merge with and into AGS (the “**Merger**”), following which the separate corporate existence of NCD shall cease and AGS shall continue as the Surviving Entity; and
- B. This Agreement, the Merger and the other matters contemplated hereby have been approved by the shareholders and board of directors of AGS and NCD in accordance with applicable law.

NOW THEREFORE, in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree each with the other as follows:

ARTICLE I - DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

“**Act**” means the Florida Business Corporation Act set forth in Florida Statute section 607.0101, et seq.

“**Affiliate**” has the meaning set forth in Rule 12b-2 of the rules and regulations promulgated under the Securities Exchange Act of 1934.

“**Agreement**” means this Agreement and Plan of Merger, and all the exhibits, schedules and other documents attached to or referred to in this Agreement, and all amendments and supplements, if any, to this Agreement, all of which are incorporated herein and shall be a part hereof.

“**AGS Common Stock**” means the common stock of AGS as authorized by its Articles of Incorporation in effect as of the date hereof.

“**Business Day**” means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Florida generally are authorized or required by law or other government action to close.

“**Certificate of Merger**” has the meaning set forth in Section 2.2.

“**Closing**” means the completion of the transactions contemplated by this Agreement, in accordance

with Section 2 hereof, at which time the papers, instruments and documents required to be executed and delivered at the Closing pursuant to this Agreement will be exchanged by the Parties.

“Closing Date” means the date on which the Closing shall occur.

“Code” means the Internal Revenue Code of 1986, as amended.

“Financial Statements” means the unaudited financial statements of the referenced company for the period stated.

“Effective Time” has the meaning set forth in Section 2.2.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“Governmental Body” means any: (i) nation, state, commonwealth, county, municipality, district or other jurisdiction of any nature; and (ii) federal, state, local, municipal or other government.

“Knowledge,” when used with reference to a Party, means the actual knowledge of any of the executive officers of such Party.

“Legal Proceeding” means any ongoing or threatened action, suit, litigation, arbitration, proceeding, hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

“Legal Requirements” means any federal, state, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

“Liabilities” means any debts, obligations, duties or liabilities of any nature (including unknown, undisclosed, unmatured, unaccrued, contingent, or indirect liabilities), whether any such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and whether such debt, obligation, duty or liability is immediately due and payable.

“Lien” means any mortgage, pledge, lien, encumbrance, charge, or other security interest other than (a) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (b) purchase money liens and liens securing rental payments under capital lease arrangements, and (c) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

“Loss” means any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorney, accountant and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by the Parties including damages for lost profits or lost business opportunities.

“Material Adverse Effect” means any effect or change that would be (or could reasonably be expected to be) materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of a Party taken as a whole or to the ability of such Party to consummate timely the transactions contemplated hereby (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether any of the other Parties hereto has Knowledge of such effect or change on the date hereof), *provided* that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: any adverse change, event, development, or effect arising from or relating to (a) general business or economic conditions, including such conditions related to the business of such Party, (b) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (c) changes in GAAP, (d) changes in laws, rules, regulations, orders, or other binding directives issued by any governmental entity, and (e) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby.

“Material Contract” means any contract, series of contracts or a commitment requiring payments or other consideration by or from a party in excess of \$5,000 during the term of the contract.

“NCD Common Stock” means the common stock of NCD as authorized by its Articles of Incorporation in effect as of the date hereof.

“Order” means any writ, decree, permanent injunction, order or similar action issued in a legal proceeding.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Permits” means all permits, licenses, registrations, certificates, Orders or approvals received from any Governmental Body.

“Person” means any natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsequent Events," when used with respect to a Party means any one or more of the following:

(a) its sale, lease, transfer, or assignment any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(b) its entering into any agreement, contract, lease, or license outside the Ordinary Course of Business;

(c) the acceleration, termination, modification or cancellation of any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) to which it is a party or by which it is bound;

(d) the imposition of or its permitting to exist any Lien upon any of its assets, tangible or intangible, other than purchase money Liens on acquired assets granted in connection with their acquisition;

(e) its making of any capital expenditure outside the Ordinary Course of Business;

(f) its making of any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person outside the Ordinary Course of Business;

(g) its issuance of any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation;

(h) the delay or postponement of the payment of its accounts payable and other Liabilities outside the Ordinary Course of Business;

(i) its cancellation, compromise, waiver, or release of any right or claim outside the Ordinary Course of Business;

(j) its transfer, assignment, or grant of any license or sublicense of any rights under or with respect to any Intellectual Property;

(k) a change in its certificate or articles of incorporation or by-laws;

(l) its issuance, sale or other disposition of any of its capital stock, or the grant of any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(m) its declaration, setting aside, or payment of any dividend or its making of any

distribution with respect to its capital stock (whether in cash or in kind) or its redemption, purchase, or other acquisition of any of its capital stock;

(n) its experiencing any damage, destruction, or loss (whether or not covered by insurance) to its property;

(o) its making of any loan to, or entering into any other transaction with, any of its directors, officers, and employees;

(p) its entering into any employment contract or collective bargaining agreement, written or oral, or modification of the terms of any existing such contract or agreement;

(q) its grant of any increase in the compensation of any of its directors, officers, and employees;

(r) its adoption, amendment, modification, or termination of any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or the taking of any such action with respect to any other Employee Benefit Plan);

(s) its making any other change in employment terms for any of its directors, officers, and employees;

(t) its making of any charitable or other capital contribution;

(u) its payment of any amount to any third party with respect to any Liability (including any costs and expenses it has incurred or may incur in connection with this Agreement and the transactions contemplated hereby) that would not be assumed by the Surviving Entity if in existence as of the Closing;

(v) any other material occurrence, event, incident, action, failure to act, or transaction outside its Ordinary Course of Business;

(w) its discharge of a material Liability or Lien outside the Ordinary Course of Business;

(x) its making of loans or advances of money; and

(y) its committing to any of the foregoing.

“Surviving Entity” has the meaning set forth in Section 2.1.

“Tax” or **“Taxes”** means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental

(including taxes under Internal Revenue Code 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

ARTICLE II - THE MERGER

2.1 **Merger.** Upon and subject to the terms and conditions of this Agreement, NCD shall merge with and into AGS at the Effective Time in accordance with the provisions of Florida law. From and after the Effective Time, the separate corporate existence of NCD shall cease and AGS shall continue as the surviving entity (the **"Surviving Entity"**). The Merger shall have the effects set forth in the Florida Corporate Act.

2.2 **Closing; Effective Time.** The closing of the transactions contemplated by this Agreement (the **"Closing"**) shall take place by electronic delivery of signed documents on or before December 31, 2014 (the **"Closing Date"**). The Certificate of Merger shall be prepared, signed by NCD and AGS and filed in accordance with Florida law (the **"Certificate of Merger"**) as quickly as practicable after the Closing, and the Parties shall make all such other filings or recordings as may be required to effectuate the Merger. The Merger shall be effective when the Certificate of Merger is filed (the **"Effective Time"**).

2.3 **Organizational Structure of the Surviving Entity.** At the Effective Time, the articles of incorporation of AGS immediately prior to the Effective Time shall remain the articles of organization of the Surviving Entity.

2.4 **Actions at the Closing.**

(a) NCD shall deliver to AGS at the Closing the various certificates, instruments and documents required to be delivered to AGS by NCD in order to satisfy the conditions precedent set forth in Article 5.3.

(b) AGS shall deliver to NCD at the Closing the various certificates, instruments and documents required to be delivered to NCD by AGS in order to satisfy the conditions precedent to its obligations specified in Article 5.2.

(c) All existing AGS Common Stock (**"AGS Original Issue"**) shall be cancelled by AGS and replaced with 1,000 shares of New AGS Common Stock, which shall be issued in accordance with

this Agreement. All AGS Original Issue share certificates shall be cancelled in the books and records of AGS.

(d) The parties shall take all other actions required by this Agreement in order to complete the Closing.

2.5 Issuance of AGS New Common Stock. At the Effective Time,

(a) AGS shall indicate on its books in accordance with applicable law that the NCD Shareholder is the owner of 500 shares of New AGS Common Stock by virtue of the conversion of NCD Common Stock into AGS Common Stock. AGS shall issue a certificate representing the AGS New Common Stock shares in the name of the NCD Shareholder and such certificate shall be delivered as specified herein; and

(b) AGS shall indicate on its books in accordance with applicable law that the AGS Common Stock shareholder shall receive one (1) share of AGS New Common Stock for each two (2) shares of AGS Original Issue that was held by the shareholder. AGS shall issue a certificate representing the AGS New Common Stock shares in the name of the AGS shareholder and such certificate shall be delivered as specified herein.

2.6 Fractional Shares.

No fractional shares of stock in AGS shall be issued in connection with the Merger. In lieu of issuance of any such fractional shares that would otherwise be issuable, such fractional shares shall be rounded up to the nearest whole number.

2.7 Tax and Accounting Consequences. For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code, and the Parties shall report the transactions contemplated herein consistent with such intent and shall take no position inconsistent therewith. The Parties to this Agreement hereby adopt this Agreement as a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

2.8 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further lawful and necessary action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company; and the officers and directors of the Surviving Entity are fully authorized in their respective names and in the name of NCD to take any such action.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF AGS

AGS hereby represents and warrants to NCD that the statements contained in this Article 3 are

correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3, except when a statement made in this Article 3 is made with reference to a specific date.

3.1 Organization, Qualification and Corporate Power. AGS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has all necessary corporate power and authority: (a) to conduct its business in the manner in which it is currently being conducted and as proposed to be conducted; (b) to own and use its assets in the manner in which they are currently owned and used; and (c) to perform its obligations under this Agreement. The Company has not been required to be qualified, authorized, registered or licensed to do business as a foreign corporation or entity in any jurisdiction. The Company has no subsidiaries and does not own any controlling interest in any Person. The Company has not agreed and is not obligated to make any future investment in or capital contribution to any Person. No dissolution or liquidation of the Company is pending and neither the Company nor its stockholders has approved such dissolution or liquidation.

3.2 Organizational Instruments; Records. AGS has delivered to NCD accurate and complete (through the date hereof) copies of: (a) the Company's articles of incorporation, as presently in effect, (b) the minutes and other records of the meetings and other proceedings (including any actions taken by written consent or otherwise without a meeting) of the officers and directors of the Company (the items described in the clauses (a) and (b), inclusive, of this Section 3.2 being collectively referred to herein as the "**Company Documents**"). There have been no material corporate actions taken by the officers or directors of the Company that are not fully reflected in the Company Documents. At no time has there been any violation of the Company Documents, and at no time has the Company taken any action that is inconsistent in any material respect with the Company Documents. The books of account, share holder records, minute books and other records of the Company are accurate, up-to-date and complete in all material respects, and have been maintained in accordance with prudent business practices.

3.3 Capitalization.

(a) AGS is authorized to issue 1,000 shares of common stock of which are issued and outstanding and held in the amounts and by the persons set forth in the Company Documents. All outstanding AGS Company Shares have been duly authorized and validly issued, and are fully paid and nonassessable, and all have been issued in compliance with all applicable federal and state securities laws. The AGS Company Shares that have been issued are, to AGS' Knowledge, free and clear of any liens, pledges, encumbrances, charges, agreements adversely affecting title thereto or claims or restrictions (other than those imposed by applicable federal and state securities laws or created by virtue of this Agreement) and are not subject to pre-emptive rights or rights of first refusal created by statute or its articles of incorporation or any agreement to which it is a party or by which it is bound. To AGS' Knowledge, the issued AGS Company Shares are not subject to any agreement or arrangement between the holders thereof.

(b) There are no: (i) outstanding subscriptions, options, calls, warrants, rights or agreements (whether or not currently exercisable) to acquire any securities of or interests in AGS; (ii) outstanding notes, instruments or obligations that are or may become convertible into or exchangeable for any securities of or interests in AGS; (iii) contracts (other than this Agreement) under which AGS is or may become obligated to sell, transfer, exchange or issue any securities of or interests in AGS or; (iv) agreements, voting trusts, proxies or understandings with respect to the voting, or registration under the Securities Act, or any AGS Company Shares; or (v) conditions or circumstances that may give rise to or provide a basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive any securities of or interests in AGS.

3.4 Authorization of Transaction. AGS has all requisite power and authority to enter into and to perform its obligations under this Agreement and any agreements to be executed and delivered by it pursuant to this Agreement, the execution, delivery and performance by AGS of all of which have been duly authorized by all requisite action on the part of its Shareholders. Each of the aforesaid Agreements is enforceable against AGS in accordance with its terms, subject to: (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.5 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which AGS is subject or any provision of the organizational instruments of AGS; or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which AGS is a party or by which it is bound or to which any its assets is subject (or result in the imposition of any Lien thereon). AGS is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Body in order for the Parties to consummate the transactions contemplated by this Agreement, except for the filing of the Certificate of Merger, which if not obtained or made, could not be reasonably expected to have a Material Adverse Effect on AGS and could not be reasonably expected to prevent or materially alter or delay any of the transactions contemplated by this Agreement.

3.6 Absence of Certain Changes. Since its date of inception, (a) AGS has conducted its business in the Ordinary Course of Business, (b) no Subsequent Event has occurred after the date of the Company Financial Statements involving \$5,000.00 in the aggregate have occurred with respect to AGS; and (c) since said date, there has not occurred any change, event or condition (whether or not covered by insurance) that has resulted in, or would reasonably be expected to result in any Material Adverse Effect with respect to AGS.

3.7 Undisclosed Liabilities. AGS has no Liabilities (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) Liabilities accrued, reflected, or reserved against in the Company Financial Statements, (b)

Liabilities which have arisen since the date of the Company Financial Statements in the Ordinary Course of Business, (c) contractual or statutory Liabilities incurred in the Ordinary Course of Business, none of which are material in nature or exceeds \$5,000.00 in the aggregate, (d) Liabilities incurred in connection with the negotiation of this Agreement and the transactions contemplated thereby, and (e) other Liabilities which would not have a Material Adverse Effect on AGS.

3.8 Tax Matters. All Tax Returns required to be filed by or on behalf of AGS with any Governmental Body before the date hereof (the "**Tax Returns**"): (a) have been or will be filed on or before the applicable due date (including any extensions of such due date); (b) have been, or will be when filed, accurately and completely prepared in all material respects in compliance with all applicable Legal Requirements; and (c) have been provided or made available to NCD. All Taxes owed by AGS have been withheld and paid when due, whether or not such amounts are shown on any Tax Returns. The AGS Company Financial Statements fully accrue all actual and contingent Liabilities for unpaid Taxes with respect to all periods through the date thereof and AGS has made adequate provision for unpaid Taxes after that date in their respective books and records. No Tax Return is currently under examination or audit by any Governmental Body. No claim or Legal Proceeding is pending or has been threatened against or with respect to AGS in respect of any Tax. There are no unsatisfied Liabilities for Taxes, including Liabilities for interest, additions to tax and penalties thereon and related expenses, with respect to which any notice of deficiency or similar document has been received by AGS (other than Liabilities for Taxes asserted under any such notice of deficiency or similar document which are being contested in good faith by AGS and with respect to which adequate reserves for payment have been established). There are no Liens for Taxes upon any of the assets of AGS, except Liens for current Taxes not yet due and payable. AGS is not currently the beneficiary of any extension of time within which to file any Tax Return. There are no Liens on any of the assets of AGS that arose in connection with any failure (or alleged failure) to pay any Tax. AGS has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all forms and statements required with respect thereto have been properly completed and timely filed.

3.9 Assets; Equipment and Real Property. Except for property reflected in the AGS Company Financial Statements, AGS has no material assets, whether real property or leases of or other interests in real property, leases or personal property or lease thereof, or other property.

3.10 Contracts. AGS is not a party to any Material Contract, whether written or oral, that has not been disclosed to NCD. AGS has delivered to NCD accurate and complete copies of all written Material Contracts of AGS. Each such Material Contract is valid, binding and enforceable by AGS in accordance with its terms subject to: (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) rules of law governing specific performance, injunctive relief and other equitable remedies. AGS has not violated or breached, or committed any default under, any Material Contract, and, to AGS' Knowledge, no other Person has violated or breached, or committed any default under, any Material Contract, each Material Contract is in full force and effect and AGS has not agreed to terminate any Material Contract. There are no Consents required

under any Material Contract to consummate the transactions contemplated by the Transaction Documents.

3.11 **Finders' Fees.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or any of the other transactions contemplated by the Transaction Documents based upon any arrangements or agreements made by or on behalf of AGS.

3.12 **Insurance.** AGS is not a party to or an insured under any policy of insurance.

3.13 **Litigation.**

(a) There is no pending Legal Proceeding, and to AGS' Knowledge, no Person has threatened to commence any Legal Proceeding, that (i) involves or affects AGS or any of the assets owned or used by it, or (ii) that challenges the Merger or any of the other transactions contemplated by the Transaction Documents. There is no Order in which AGS is named or to which any of the assets of AGS is subject to.

(b) AGS and its assets are not affected by any judgment or decree and there are no material agreements or other documents or instruments settling any Legal Proceeding or any oral agreements with respect thereto.

3.14 **Legal Compliance; Restrictions on Business Activities.** AGS is and has at all times been, in compliance with all applicable Legal Requirements, except to the extent that failure to comply would not be likely to have a Material Adverse Effect on it. AGS has not received any notice or other communication from any Person regarding any actual or possible violation of, or failure to comply with, any Legal Requirement. AGS has obtained all material Permits, certificates and licenses required by any Legal Requirement for the conduct of its business and the ownership of its assets. AGS is not in violation of any such Permit, certificate or license, and no Legal Proceedings are pending or, to the Knowledge of AGS, threatened to revoke or limit any such Permit, certificate or license.

3.15 **Permits.** AGS holds all Permits that are required for it to conduct its business as presently conducted, except for those the absence of which would not have a Material Adverse Effect on AGS.

3.16 **Disclosure.** AGS has not made any representation, warranty or statement in this Agreement that contains any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made herein and therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF NCD

NCD hereby represents and warrants to AGS that the statements contained in this Article 4 are

correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 4, except when a statement made in this Article is made with reference to a specific date.

4.1 Organization of NCD. NCD is a corporation validly existing, and in good standing under the laws of the State of Florida. NCD has the power to own its properties and to carry on its business as now being conducted and as proposed to be conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect on AGS. NCD has delivered a true and correct copy of the articles of incorporation and by-laws, as amended to date, to AGS. NCD is not in violation of any of the provisions of its organizational instruments.

4.2 Authorization of Transaction. NCD has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of NCD, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance or transfer, moratorium or other laws or court decisions, now or hereinafter in effect, relating to or affecting the rights of creditors generally and as may be limited by general principles of equity and the discretion of the court having jurisdiction in an enforcement action (regardless of whether such enforceability is considered in a proceeding in equity or at law). The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by NCD.

4.3 Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which NCD is subject or any provision of its charter, by-laws, or other governing documents, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which NCD is a party or by which it is bound or to which any of its assets are subject, except in the case of each of clauses (a) and (b), such as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

4.4 Capitalization. NCD is authorized to issue 500 shares of NCD Common Stock. As of the date hereof there are 500 shares of NCD Common Stock that have been issued and are outstanding. No securities of NCD are entitled to preemptive or similar rights, and no entity or person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement unless any such rights have been waived. There are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any entity or person any right to subscribe for or acquire, any shares of NCD's capital stock,

or contracts, commitments, understandings or arrangements by which NCD is or may become bound to issue additional shares of its capital stock or securities or rights convertible or exchangeable into shares of its capital stock.

4.5 **Business of NCD.** NCD is presently conducting no business. NCD has not incurred or assumed any expenses or liabilities prior to the Closing.

4.6 **NCD Financial Statements.** AGS acknowledges receipt of a copy of the unaudited financial statements of NCD for the year ending December 31, 2013 (the “**NCD Financial Statements**”). The NCD Financial Statements were prepared in accordance with GAAP, except as may be otherwise specified therein or in the notes thereto; and the NCD Financial Statements fairly present in all material respects the financial position of NCD as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of the financial statements forming said unaudited portion, to normal year-end audit adjustments.

4.7 **Absence of Certain Changes.** At all times prior to the Closing, (a) NCD has conducted its business in the Ordinary Course of Business, (b) no Subsequent Event or Subsequent Events involving \$5,000.00 in the aggregate have occurred with respect to NCD, and (c) there has not occurred any change, event or condition (whether or not covered by insurance) that has resulted in, or would reasonably be expected to result in any Material Adverse Effect with respect to NCD.

4.8 **Undisclosed Liabilities.** NCD does not have any outstanding Liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) Liabilities accrued, reflected, reserved against in the NCD Financial Statements, (b) Liabilities which have arisen since the date of the NCD Financial Statements in the Ordinary Course of Business or the negotiation of this Agreement, (c) contractual or statutory Liabilities incurred in the Ordinary Course of Business, none of which are material in nature, or the negotiation of this Agreement, and (d) Liabilities which would not have a Material Adverse Effect on NCD.

4.9 **Tax Matters.** All Tax Returns required to be filed by or on behalf of NCD with any Governmental Body before the date hereof (the “**NCD Returns**”): (a) have been or will be filed on or before the applicable due date (including any extensions of such due date); (b) have been, or will be when filed, accurately and completely prepared in all material respects in compliance with all applicable Legal Requirements; and (c) have been provided or made available to the Company. All Taxes owed by NCD have been withheld and paid when due, whether or not such amounts are shown on any NCD Returns. The NCD Financial Statements fully accrue and/or reflect all actual and contingent Liabilities for unpaid Taxes with respect to all periods through the date thereof and NCD has made adequate provision for unpaid Taxes after that date in its books and records. No NCD Return is currently under examination or audit by any Governmental Body. No claim or Legal Proceeding is pending or has been threatened against or with respect to NCD in respect of any Tax. There are no unsatisfied Liabilities for Taxes, including Liabilities for interest, additions to tax and penalties thereon and related expenses, with respect to which any notice of deficiency or similar

document has been received by NCD (other than Liabilities for Taxes asserted under any such notice of deficiency or similar document which are being contested in good faith by NCD and with respect to which adequate reserves for payment have been established). There are no Liens for Taxes upon any of the assets of NCD, except Liens for current Taxes not yet due and payable. NCD is not currently the beneficiary of any extension of time within which to file any Tax Return. There are no Liens on any of the assets of NCD that arose in connection with any failure (or alleged failure) to pay any Tax. NCD has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all forms and statements required with respect thereto have been properly completed and timely filed.

4.10 **Litigation.**

(a) There is no pending Legal Proceeding, and to NCD's Knowledge, no Person has threatened to commence any Legal Proceeding, that (i) involves or affects NCD or any of the assets owned or used by it, or (ii) that challenges the Merger or any of the other transactions contemplated by the Transaction Documents. No Legal Proceeding has ever been commenced that involves or affects NCD or the assets owned by it.

(b) There are no material agreements or other documents or instruments settling any Legal Proceeding.

4.11 **Contracts.** NCD is not a party to a Material Contract other than this Agreement and there is no contract with its officers and directors, whether written or oral.

4.12 **Insurance.** The Company is not a party to or an insured under any policy of insurance.

4.13 **Legal Compliance; Restrictions on Business Activities.** NCD is, and has at all times been, in compliance with all applicable Legal Requirements, except to the extent that failure to comply would not be likely to have a Material Adverse Effect on NCD. NCD has not received any notice or other communication from any Person regarding any actual or possible violation of, or failure to comply with, any Legal Requirement. NCD requires no Permits, certificates and licenses required by any Legal Requirement for the conduct of its business and the ownership of its assets, except as required to maintain its good standing as a Florida corporation.

4.14 **Employees.** NCD has no employees.

4.15 **Disclosure.** NCD has not made any representation, warranty or statement in this Agreement that contains any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made herein and therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE V - CONDITIONS TO CLOSING

5.1 Conditions to Each Party's Obligations.

The respective obligations of each Party to take the actions to be taken by it at the Closing are subject to the satisfaction of the following conditions unless any such condition is waived, in writing, by the Party or Parties for whose benefit such condition is intended:

(a) AGS and NCD shall be satisfied that the issuance of the shares of AGS New Common Stock by virtue of the Merger will be exempt from registration under the Securities Act.

(b) No temporary restraining order, preliminary or permanent injunction or other order shall have been issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger shall have been issued, nor shall any proceeding have been brought by any Governmental Body, seeking any of the foregoing be pending; nor shall any action have been taken, or any statute, rule, regulation or Order enacted, entered, enforced or deemed applicable to the Merger which makes the consummation of the Merger illegal.

(c) No proceeding in which any Party shall be a debtor, defendant or party seeking an Order for its own relief or reorganization shall have been brought or be pending by or against the such Party under any United States or state bankruptcy or insolvency law.

5.2 Conditions to Obligations of NCD.

The obligations of NCD to take the actions to be taken by it at the Closing are subject to the satisfaction or written waiver of the following conditions:

(a) this Agreement and the Merger shall have been approved and adopted by the directors and shareholders of AGS in accordance with the provisions of the Act;

(b) AGS shall have obtained all of the waivers, Permits, consents, assignments, approvals or other authorizations, and effected all of the registrations, filings and notices required on its part to be obtained in order to consummate the Merger, except for (i) any which if not obtained or effected would not have a Material Adverse Effect on AGS or on the ability of the Parties to consummate the transactions contemplated by this Agreement and (ii) filing of the Certificate of Merger with the Secretary of State of the State of Florida;

(c) the representations and warranties of AGS set forth in Article 3 shall be true and correct as of the Closing Date, except for representations and warranties made as of a specified date, which shall be true and correct as of such date;

(d) AGS shall have performed or complied with, in all material respects, its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the

Closing;

(e) NCD shall have received a certificate signed by the directors of AGS (i) certifying that AGS' articles of organization and by-laws have not been amended since the date of this Agreement; (ii) certifying the approval of this Agreement and the Merger by the vote required by the Act; and (iii) attesting to the incumbency of each officer/director of AGS;

(f) all actions to be taken by AGS in connection with the consummation of the transactions contemplated hereby, and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to NCD.

5.3 Conditions to Obligations of AGS.

The obligations of AGS to take the actions required by it at Closing are subject to the satisfaction or written waiver of the following conditions:

(a) this Agreement and the Merger shall have been approved and adopted by the directors and shareholders of NCD in accordance with the provisions of the Act;

(b) NCD shall have obtained all of the waivers, Permits, consents, assignments, approvals or other authorizations, and effected all of the registrations, filings and notices required on its part to be obtained in order to consummate the Merger, except for (i) any which if not obtained or effected would not have a Material Adverse Effect on NCD or on the ability of the Parties to consummate the transactions contemplated by this Agreement and (ii) filing of the Certificate of Merger with the Secretary of State of the State of Florida;

(c) the representations and warranties of NCD set forth in Article 3 shall be true and correct as of the Closing Date, except for representations and warranties made as of a specified date, which shall be true and correct as of such date;

(d) NCD shall have performed or complied with, in all material respects, its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Closing;

(e) AGS shall have received a certificate signed by the directors of NCD (i) certifying that NCD' articles of organization and by-laws have not been amended since the date of this Agreement; (ii) certifying the approval of this Agreement and the Merger by the vote required by the Act; and (iii) attesting to the incumbency of each officer/director of NCD;

(f) all actions to be taken by NCD in connection with the consummation of the transactions contemplated hereby, and all certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance

to AGS.

ARTICLE VI -MISCELLANEOUS

6.1 **No Third Party Beneficiaries.** Except as may otherwise be specifically provided in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

6.2 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, with respect to the subject matter hereof.

6.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, legal representatives and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

6.4 **Counterparts, Facsimile Signatures.** This Agreement and any documents to be delivered at the Closing may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this Agreement and of such documents by facsimile transmission or by email transmission in portable digital format, or any other format that permits the legible printing of the document so transmitted, shall constitute effective delivery of such instrument(s) as to the Parties and may be used in lieu of the original Agreement for all purposes. The signature of a Person or of an individual who signed on behalf of such Person that is reproduced in or on any document so transmitted shall be deemed to be the original signature of such Person or individual for all purposes, including, without limitation, evidentiary purposes.

6.5 **Headings.** The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

6.6 **Governing Law; Jurisdiction.** All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each Party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any instruments contemplated hereby brought against a Party or its respective Affiliates, directors, officers, stockholders, employees or agents) shall be in the state or federal courts located in Broward County, Florida. This is an exclusive jurisdiction provision and material provision to this contract. The prevailing Party shall be entitled to recover from the other Party or Parties all reasonable attorney fees, expert witness fees and expenses incurred by the prevailing party in connection therewith.

6.7 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of

being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the maximum extent possible.

6.8 **Expenses.** Each Party shall be responsible for its own costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel, and accountants.

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

A.G. Solid Investments, Inc., a
Florida corporation

By: 

Agostino Manduchi, as President
and sole Shareholder

Next Century Development, Inc., a
Florida corporation

By: 

Agostino Manduchi, as President
and sole Shareholder