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(Requestor's Name)

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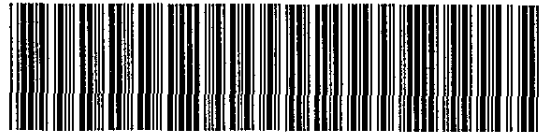
(Business Entity Name)

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12/30/04--01043--006 **43.75

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*Mergel
T. Lewis*

FILED

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FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

January 6, 2005

STEVEN E. ANTOLAK, ATTORNEY AT LAW
P.O. BOX 43664
BROOKLYN PARK, MN 55443-0664

SUBJECT: RAYBECK CONSTRUCTION, INC.
Ref. Number: P04000167438

We have received your document for RAYBECK CONSTRUCTION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6882.

Maryanne Dickey
Document Specialist

Letter Number: 405A00001054

STEVEN E. ANTOLAK
ATTORNEY AT LAW

P.O. Box 43664
Brooklyn Park, MN 55413-0664
Telephone: (763) 493-5631
Email: steven.antolak@antolak.com

December 29, 2004

Department of State
Amendment Section
P.O. Box 6327
Tallahassee FL 32314

RE: Merger of Florida Corporation

Dear Sir or Madam:

Enclosed for filing please find the *original* Articles of Merger between Raybeck Construction, Inc., a Minnesota Corporation and Raybeck Construction, Inc., a Florida Corporation. The Florida Corporation is the surviving corporation.


I also enclose a copy of the Articles of Merger for certification and forwarding back to me.

I enclose a check payable to the Department of State in the amount of \$43.75 (\$35.00 for the filing fee and \$8.75 for a certified copy) and a stamped, self-addressed envelope to return the documents to me.

Any correspondence regarding this matter should be directed to me at the address on this letterhead.

Thank you for your attention to this matter.

Sincerely,



Steven E. Antolak
Attorney at Law

STEVEN E. ANTOLAK
ATTORNEY AT LAW

P.O. Box 43664
Brooklyn Park, MN 55443-0664
Telephone: (763) 493-5631
Email: steven.antolak@antolak.com

December 13, 2004

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee FL 32314

RE: Merger of Florida Corporation
Ref. No. P04000167438

Dear Sir or Madam:

Enclosed please find the original merger document submitted for filing with the letter number 405A00001054. I also enclose a check for \$35.00 as the amount you report as a balance due.

I believe there is an error in calculating the sums due on this matter.

By letter dated December 1, 2004, I submitted articles of incorporation with payment of \$43.75 in check number 1154 drawn on an Antolak Law Office account.

That filing was subsequently returned for want of additional payment. The original payment of \$43.75 was not returned.

By letter dated December 13, 2004, I returned the original documents with two checks in the amount of \$43.75 each (for filing and certified copies) numbered 521 and 522 and drawn on the Antolak Law Office Client Trust Account.

By letter dated December 28, 2004, I sent in the original documents included in this letter with payment of \$43.75.

By my calculation, *before* cashing the enclosed check for \$35.00, there should be a balance in my favor of \$8.75.

If you cash the enclosed check, there should be a balance in my favor of \$43.75.

***Providing legal advice and advocacy for your personal and professional needs
and for businesses, their owners and families.***

Department of State
January 11, 2005
Page 2 of 2

Please file the enclosed documents. I also request that any excess fees paid to your office be refunded immediately.

Thank you for your attention to this matter.

Sincerely,

ANTOLAK LAW OFFICE


Steven E. Antolak

ARTICLES OF MERGER
OF
RAYBECK CONSTRUCTION, INC., A MINNESOTA CORPORATION
INTO
RAYBECK CONSTRUCTION, INC., A FLORIDA CORPORATION

FILED
05 JAN 20 2014
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Articles of Merger relating to the merger of Raybeck Construction, Inc., a Minnesota Corporation, ("Raybeck II") with and into Raybeck Construction, Inc., a Florida Corporation ("Raybeck Construction"), are filed pursuant to Section 302A.615 of the Minnesota Business Corporation Act and Florida Statutes 601.1101 through 601.1107.

FIRST: The Agreement and Plan of Merger, dated December 1, 2004 (the "Plan of Merger"), in fully executed form, is attached hereto as Exhibit A and has been approved by Raybeck Construction and Raybeck II pursuant to the provisions of the Minnesota Business Corporations Act and Florida Statutes 601.1101 through 601.1107.

SECOND: The Plan of Merger has been approved by the shareholders of Raybeck II pursuant to Section 302A.613, Subdivision 2 of the Minnesota Statutes.

THIRD: The Plan of Merger has been approved by the shareholders Raybeck Construction pursuant to Florida Statutes Chapter 601.

FOURTH: According to the Plan of Merger Raybeck Construction is the surviving corporation.

FIFTH: The Merger shall be effective on the date of filing of these Articles of Merger with the Secretary of State of the State of Minnesota and the Florida Department of State in the manner required by law.

SIXTH: The surviving corporation agrees in accord with Minn. Stat. 302A.651 (2004) that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of Raybeck II and a constituent organization, and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against the surviving corporation.

SEVENTH: The surviving corporation, in accord with Minn. Stat. 302A.651 (2004) makes an irrevocable appointment of the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding for the enforcement of an obligation of Raybeck II, a constituent organization and for the enforcement of the rights of a dissenting shareholder of Raybeck II and a constituent organization and all such process may be forwarded to the following address:

NINTH: The surviving corporation, in accord with Minn. Stat. 302A.651 (2004), agrees that it will promptly pay to the dissenting shareholders of each domestic constituent corporation the amount, if any, to which they are entitled under section 302A.473.

Dated: December 2, 2004

RAYBECK CONSTRUCTION, INC.,
A FLORIDA CORPORATION

By: Jeffrey Beckman
Jeffrey Beckman,
President

RAYBECK CONSTRUCTION, INC.,
A MINNESOTA CORPORATION

By: Jeffrey Beckman
Jeffrey Beckman
President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 28, 2004 by and between RAYBECK CONSTRUCTION, INC., a Florida corporation ("Raybeck Construction"), and RAYBECK CONSTRUCTION, INC., a Minnesota Corporation ("Raybeck II") both Raybeck Construction and Raybeck II being hereinafter at times collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each corporation and its respective stockholders that a merger of Raybeck Construction and Raybeck II be effectuate (the "Merger"); and

WHEREAS, the Boards of Directors of each of the Constituent Corporations have adopted resolutions approving this Agreement and Plan of Merger (the "Plan"); and

WHEREAS, the Merger has also been approved by the shareholders of Raybeck II pursuant to Section 302A.613, Subdivision 2, of the Minnesota Business Corporation Act (the "Act");

WHEREAS, the Merger has also been approved by the shareholders of Raybeck Construction;

WHEREAS, the authorized capital stock of Raybeck Construction consist of 200 shares of common stock, \$.001 par value per share, of which 100 shares are issued and outstanding ("Raybeck Construction Common Stock"); and

WHEREAS, the authorized capital stock of Raybeck II consists of 100 shares of common stock, \$.001 par value per share, of which 100 shares are issued and outstanding ("Raybeck II Common Stock");

WHEREAS The parties hereto desire to effect a merger whereby Raybeck II will merge with and into the Raybeck Construction pursuant to the terms of this Agreement which provides, among other things, for the conversion and exchange of all shares of the Raybeck II's common stock outstanding immediately prior to the time the merger becomes effective into shares of common stock, par value \$.001 per share, of Raybeck Construction Common Stock.

WHEREAS the merger is intended to constitute and shall be construed as a nontaxable reorganization under the Internal Revenue Code and the regulations promulgated pursuant thereto.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and the manner of converting Raybeck II securities into Raybeck Construction securities and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

ARTICLE I

In accordance with the provisions of the laws of the State of Minnesota and the State of Florida, Raybeck II shall be merged with and into Raybeck Construction. Raybeck Construction is the surviving corporation.

ARTICLE II

The merger shall become effective on the date of filing of the Articles of Merger with the Secretary of State of the State of Minnesota and the Florida Department of State in the manner required by law. The date on which the Merger becomes effective is hereinafter referred to as the "Effective Date."

ARTICLE III

On the Effective Date the Articles of Incorporation and By-Laws of Raybeck Construction then in effect shall continue to be the Articles of Incorporation and By-Laws of Raybeck Construction until further amended in accordance with applicable law; and the directors of Raybeck Construction shall continue to serve as directors of Raybeck Construction until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

ARTICLE IV

The manner of converting the shares of Raybeck II Common Stock issued and outstanding immediately prior to the Effective Date of the Merger into shares of Raybeck Construction Class A Stock shall be as follows:

1. On the Effective Date, (a) each share of Raybeck II Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall cease to be outstanding and shall become and be converted into and exchanged for one (1) share of Raybeck Construction Common Stock. Each such share of Raybeck Construction Common Stock shall for all corporate purposes of Raybeck Construction be deemed issued at the Effective Date of the Merger.

2. As soon as practicable after the Effective Date, each holder of a certificate for shares of Raybeck II Common Stock outstanding immediately prior to the Effective Date shall be

entitled, upon surrender of such certificate for cancellation to Raybeck Construction, to receive a new certificate for the number of shares of Raybeck Construction Common Stock to which such holder shall be entitled on the basis above set forth. Until so surrendered each certificate which, immediately prior to the Effective Date, represented shares of Raybeck II Common Stock shall not be transferable on the books of Raybeck Construction but shall be deemed to evidence ownership of the number of shares of Raybeck Construction Common Stock into which such shares of Raybeck II Common Stock have been converted.

ARTICLE V

Except as herein specifically set forth, the identity, existence, purposes, power, objects, franchises, privileges, rights and immunities of Raybeck Construction shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of Raybeck II shall be merged into Raybeck Construction and Raybeck Construction shall, as the surviving corporation, be fully vested therewith. At the Effective Date, the separate existence of Raybeck II shall cease and, in accordance with the terms of this Plan, Raybeck Construction shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restriction, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed and all debts due to either of the Constituent Corporations and all and every other interest of or belonging to or due to each Constituent Corporation shall be taken and deemed to be transferred to and vested in Raybeck Construction without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of Raybeck Construction as they were of the respective Constituent Corporations and the title to any real estate or interest thereon, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. Raybeck Construction shall be responsible and liable for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or Raybeck Construction may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall attach to Raybeck Construction, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the effectiveness of the Merger, Raybeck Construction determines that any returns or reports, or any filings of any kind, are required to be made by Raybeck II to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in Raybeck Construction any property of Raybeck II, the President of Raybeck Construction, or such other officers thereof as may be designated by the Board of Directors, shall be empowered to make and execute on behalf of Raybeck II all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to

effectuate the Merger and to vest title to all of the property of Raybeck II in Raybeck Construction.

ARTICLE VI

In accord with Minnesota Statutes 302A.651 (2004), the Constituent Corporations agree :

1. Raybeck Construction may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of Raybeck II, a constituent organization, and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against the surviving corporation.

2, Raybeck Construction, Inc. makes an irrevocable appointment of the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding for the enforcement of an obligation of Raybeck II, a constituent organization and for the enforcement of the rights of a dissenting shareholder of Raybeck II, a constituent organization and all such process may be forwarded to the following address:

3. Raybeck Construction agrees that it will promptly pay to the dissenting shareholders of each domestic constituent corporation the amount, if any, to which they are entitled under Minnesota Statutes 302A.473.

ARTICLE VII

This Plan and the Merger may be terminated and abandoned upon mutual consent of the respective Boards of Directors of Raybeck Construction and Raybeck II at any time prior to the Effective Date, notwithstanding approval of this plan by the stockholders of either of the two corporations. In the event of the termination and abandonment of this plan and the Merger pursuant to the foregoing provisions of this Article VI, this Plan shall be void and have no effect, and no liability shall be incurred hereunder on the part of either Raybeck Construction or Raybeck II or the stockholders, directors, or officers thereof.

ARTICLE VIII

Any of the terms or conditions of this Plan may be waived at any time by whichever of the Constituent Corporations is, or the stockholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or may be amended or modified in whole or in part at any time by an agreement in writing authorized by the Boards of Directors of the Constituent Corporation; provided, however, that no such amendment or modification or waiver after adoption by the stockholders of Raybeck II shall be made which changes the manner which the Raybeck II Common Stock is to be converted into and exchanged

for Raybeck Construction Common Stock as provided in Article IV of this Plan without the approval of such stockholders.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan to be signed in its corporate name by its President, all as of the date first above written.

RAYBECK CONSTRUCTION, INC.
A Minnesota corporation

By: Jeffrey Beckman
Jeffrey Beckman,
President

RAYBECK CONSTRUCTION, INC.
By: Jeffrey Beckman
Jeffrey Beckman
President