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Division of Corporations

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

MCP HOLDINGS, INC.

Certificate of Status	0
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Mergers  
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05 DEC 13 AM 10:47  
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TALLAHASSEE, FLORIDAARTICLES OF MERGER

A Plan of Merger has been approved by the shareholders of MCP Holdings, Inc., a Florida corporation, and Michael C. Porter, Inc., a Texas corporation (collectively, the "Merging Entities"). The Plan of Merger provides, among other things, that the Merging Entities will merge and that MCP Holdings, Inc., a Florida corporation (the "Surviving Entity") will survive the merger. These Articles of Merger are being executed by officers or duly authorized representatives of the Merging Entities.

1. Statement of Plan of Merger. The Merging Entities certify that:

(a) The name and state of incorporation or organization of each entity that is a party to the Plan of Merger is as follows:

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>State of Incorporation</u>
MCP Holdings, Inc.	Corporation	Florida
Michael C. Porter, Inc.	Corporation	Texas

(b) The Plan of Merger has been approved by the shareholders of each Merging Entity.

(c) No new Florida corporation is being created pursuant to the terms of the Plan of Merger.

(d) An executed Plan of Merger is on file at the principal place of business of the Surviving Entity, which is 12075 SW Highway 484, Dunnellon, Florida 34432.

(e) A copy of the Plan of Merger will be furnished by the Surviving Entity, on written request and without cost, to any shareholder of each Merging Entity.

2. Shareholder Approval. The Plan of Merger was approved by the shareholders of each Merging Entity on December 8, 2005.

3. Outstanding Shares of each Merging Entity. The approval of the Plan of Merger by the shareholders of each Merging Entity is required. There are one thousand (1,000) outstanding shares of common stock of MCP Holdings, Inc. There are one thousand (1,000) outstanding shares of common stock of Michael C. Porter, Inc. No Merging Entity has any separate class or series of shares entitled to vote as a class.

4. Results of Voting. For MCP Holdings, Inc., there were one thousand (1,000) shares voted in favor of approving the Plan of Merger, and zero (0) shares voted against approving the Plan of Merger. For Michael C. Porter, Inc., there were one thousand (1,000) shares voted in favor of approving the Plan of Merger, and zero (0) shares voted against approving the Plan of Merger.

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5. Approval of Plan of Merger. Approval of the Plan of Merger was duly authorized by all action required by the laws under which each Merging Entity is incorporated or organized and by each of their respective constituent documents.

6. Delayed Effectiveness. The merger contemplated by the Plan of Merger shall become effective on the date that these Articles are filed with the office of the Secretary of State of the state in which each Merging Entity is incorporated.

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Executed this 8<sup>th</sup> day of December, 2005.

MERGING ENTITIES:

MICHAEL C. PORTER, INC.,  
a Texas corporation

By: Michael C. Porter  
Michael C. Porter, President

MCP HOLDINGS, INC.,  
a Florida corporation

By: Michael C. Porter  
Michael C. Porter, President

ARTICLES OF MERGER

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**PLAN AND AGREEMENT FOR MERGER OF  
MICHAEL C. PORTER, INC. AND MCP HOLDINGS, INC.**

**PLAN AND AGREEMENT OF REORGANIZATION by merger of**

**MICHAEL C. PORTER, INC.**, a Texas corporation  
with and into

**MCP HOLDINGS, INC.**, a Florida corporation  
under the name of

**MCP HOLDINGS, INC.**

This is a Plan and Agreement of Merger ("Agreement") between Michael C. Porter, Inc., a Texas corporation (the "Merging Corporation"), and MCP Holdings, Inc., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1.  
PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of Michael C. Porter, Inc. and MCP Holdings, Inc., pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be MCP Holdings, Inc.

(c) When this agreement shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as the assets of the Surviving Corporation.

(e) The shareholders of the Merging Corporation will surrender all of their shares in the manner hereinafter set forth.

PLAN AND AGREEMENT FOR MERGER OF  
MICHAEL C. PORTER, INC. AND MCP HOLDINGS, INC.

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(f) In exchange for the shares of the Merging Corporation surrendered by its shareholders, the Surviving Corporation will pay to those shareholders, on the basis set forth in Article 4 below, cash consideration

(g) The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation

(h) The current Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law

#### Effective Date

1.02. The effective date of the merger (the "Effective Date") shall be the date when the Articles of Merger are filed by the Secretary of State.

### ARTICLE 2.

#### REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

##### Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) The Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Merging Corporation has an authorized capitalization of \$10,000.00, consisting of 10,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) The Merging Corporation has furnished the Surviving Corporation with the entire financial records of the Merging Corporation as of December 1, 2005. These financial statements (i) are in accordance with the books of and records of the Merging Corporation; (ii) fairly present the financial condition of the Merging Corporation as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of the Merging Corporation. Specifically, but not by way of limitation, the financial records disclose, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether

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absolute, accrued, contingent, or otherwise, and whether due or to become due) of the Merging Corporation as of December 1, 2005, and include appropriate reserves for all taxes and other liabilities accrued or due at that date by not yet payable.

(d) All required federal, state, and local tax returns of the Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Corporation has not been delinquent in the payment of any tax or assessment.

#### Survivor

2.02. As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations under this Agreement, the Surviving Corporation represents and warrants to the Merging Corporation as follows:

(a) The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. The Surviving Corporation is qualified to transact business and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) The Surviving Corporation has an authorized capitalization of \$1,000 00, consisting of 1,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

#### Securities Law

2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal, Texas, and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

#### ARTICLE 3.

#### COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

##### Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with all business contacts. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, the Merging Corporation shall not:

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(a) Except on declaration and payment of a cash dividend on its common stock not exceeding \$1.00 per share, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

#### Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida and the State of Texas for approval.

#### Conditions Precedent to Obligations of the Merging Corporation

3.03. Except as may be expressly waived in writing by the Merging Corporation, all of the obligations of the Merging Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Corporation;

(a) The representations and warranties made by the Surviving Corporation to the Merging Corporation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If the Surviving Corporation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Merging Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from the Merging Corporation.

(b) The Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Merging Corporation.

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**Conditions Precedent to Obligations of the Surviving Corporation**

3.04. Except as may be expressly waived in writing by the Surviving Corporation, all of the obligations of the Surviving Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Corporation:

(a) The representations and warranties made by the Merging Corporation to the Surviving Corporation in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If the Merging Corporation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the surviving Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Corporation.

(b) The Merging Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**ARTICLE 4.****MANNER OF CONVERTING SHARES****Manner**

4.01. The holders of shares of the Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for cash consideration to which they are entitled under this Article 4.

**Basis**

4.02. The shareholders of the Merging Corporation shall be entitled to receive \$1,000.00 in cash or other readily available funds in exchange for the currently outstanding 1,000 shares of common stock of the Merging Corporation.

**Shares of Survivor**

4.03. The currently outstanding 1,000 shares of common of the Surviving Corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

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**ARTICLE 5.  
DIRECTORS AND OFFICERS**

**Directors and Officers of Survivor**

5.01. (a) The present Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of the Surviving corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

**ARTICLE 6.  
BYLAWS**

**Bylaws of Survivor**

6.01. The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

**ARTICLE 7.  
NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND  
EXPENSES OF NONSURVIVOR**

**Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, documents or other instrument delivered by or on behalf of the Merging Corporation, the surviving Corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

**Indemnification**

7.02. The Merging Corporation agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

PLAN AND AGREEMENT FOR MERGER OF  
MICHAEL C. PORTER, INC. AND MCP HOLDINGS, INC.

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(a) Make those representations and warranties to the Surviving Corporation as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(c) Agree to indemnify the surviving Corporation for misrepresentation or breach of any warranty made to the surviving Corporation; and

(d) Agree to pay all expenses incurred or to be incurred by or on behalf of the Merging Corporation in connection with and arising out of this Agreement.

#### Expenses

7.03. The Merging Corporation will cause the stockholders to pay all expenses incurred by the Merging Corporation in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of the Merging Corporation's counsel and accountants. If the transactions contemplated by this Agreement are not consummated, either the Merging Corporation or the stockholders shall pay such expenses of the Merging Corporation as the stockholders and the Merging Corporation may then determine. The Surviving Corporation shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

#### ARTICLE 8. TERMINATION

##### Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, *dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.*

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

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(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of the Surviving Corporation if, without the prior consent in writing of the Surviving Corporation, the Merging Corporation shall have:

(1) Declared or paid a cash dividend on its common, or declared or paid any other dividend or made any other distribution on its shares.

(2) Created or issued any indebtedness for borrowed money.

(3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

#### Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice-President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

#### ARTICLE 9 INTERPRETATION AND ENFORCEMENT

##### Further Assurances

9.01. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deed and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

##### Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by

PLAN AND AGREEMENT FOR MERGER OF  
MICHAEL C. PORTER, INC. AND MCP HOLDINGS, INC.

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certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of the Merging Corporation, to: Michael C. Porter, Inc., Attention: Michael C. Porter, 12075 SW Highway 484, Dunnellon, Florida 34432, or to such other person or address as the Merging Corporation may from time to time request in writing.

(b) In the case of the Surviving Corporation, to: MCP Holdings, Inc., Attention: Michael C. Porter, 12075 SW Highway 484, Dunnellon, Florida 34432, or to such other person or address as the Surviving Corporation may from time to time request in writing.

**Entire Agreement; Counterparts**

9.03. This agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

**Controlling Law**

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

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Dec. 13 2003 03:25PM P14

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Executed this 8<sup>th</sup> day of December, 2005.

MERGING ENTITIES:

MICHAEL C. PORTER, INC.,  
a Texas corporation

By:   
Michael C. Porter, President

MCP HOLDINGS, INC.,  
a Florida corporation

By:   
Michael C. Porter, President

PLAN OF MERGER

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