

PO6000072091

(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



900138172199

12/01/08--01039--012 \*\*113.75

09 DEC 12 PM 2:10

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

mpg  
@ 12/15/08

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** T. Mason Construction, Inc.

(Name of Surviving Corporation)

RECEIVED  
2008 DEC 12 AM 8:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Earl K. Mallory, Esq.

(Contact Person)

Mallory Law Group

(Firm/Company)

PO Box 8858

(Address)

Jupiter, FL 33468

(City/State and Zip Code)

For further information concerning this matter, please call:

Earl K. Mallory, Esq.

(Name of Contact Person)

At ( 561 ) 7433708

(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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 3, 2008

EARL K. MALLORY, ESQ.  
MALLORY LAW GROUP  
P.O. BOX 8858  
JUPITER, FL 33468

SUBJECT: T. M. CONSTRUCTION SPECIALIST, INC.  
Ref. Number: P96000002627

We have received your document for T. M. CONSTRUCTION SPECIALIST, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the 2008 annual report. The entity must be reinstated before this document can be filed.

The total amount due to reinstate is \$750.00.

The only provision the Division of Corporations has for waiver of the reinstatement fee is due to non-receipt of the original/second notice annual report. A letter stating non-receipt will need to accompany the completed Annual Report/Reinstatement.

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) 245-6964.

Irene Albritton  
Regulatory Specialist II

Letter Number: 508A00059080

# **ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>T. Mason Construction, Inc.</u>	<u>Florida</u>	<u>P06000072091</u>

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>T.M. Construction Specialist, Inc.</u>	<u>Florida</u>	<u>P96000002627</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
08 DEC 12 PM 2:10

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 28, 2008.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 28, 2008.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

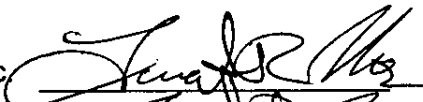
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

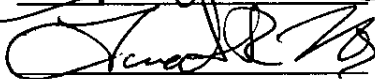
Typed or Printed Name of Individual & Title

T. Mason Construction, Inc.



Timothy R. Mason, President

T.M. Construction Specialist, Inc.



Timothy R. Mason, President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF T. MASON CONSTRUCTION, INC.

The undersigned, as sole director of the corporation, and pursuant to action taken by the Board of Directors of the Florida for profit corporation, hereby adopts the following Articles of Incorporation which shall replace the prior Articles of Incorporation filed with the Secretary of State, State of Florida, on May 23, 2006.

ARTICLE I

\_\_\_\_\_The name of this corporation is T. MASON CONSTRUCTION, INC.

ARTICLE II

The duration of this corporation is perpetual.

ARTICLE III

The general purposes for which this corporation is organized are:

1. To transact business in the building and construction industry.
2. To transact any other lawful business for which corporations may be incorporated under the Florida General Corporation Act.
3. To do such other things as are incidental to the foregoing or necessary or desirable to accomplish the foregoing.

ARTICLE IV

The principal office and mailing address of the corporation is 1434 SW Seagull Way, Palm City, FL 34990.

ARTICLE V

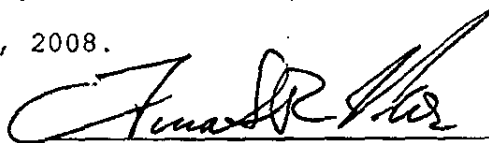
\_\_\_\_\_The aggregate number of shares which the corporation is authorized to issue is Two Five Thousand (2500). Such shares shall be of a single class, and shall have a par value of One and

No/100 Dollar (\$1.00) per share.

ARTICLE VI

The name and Florida street address of the registered agent is: Timothy R. Mason, 1434 SW Seagull Way, Palm City, FL 34990.

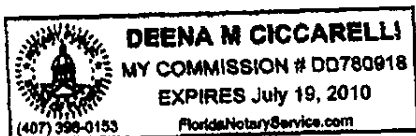
EXECUTED by the undersigned at Palm City, Martin County, Florida on this day of May, 2008.

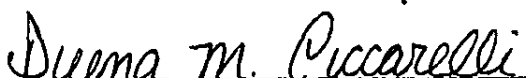
  
Timothy R. Mason, Director

STATE OF FLORIDA  
COUNTY OF MARTIN

28<sup>th</sup> PERSONALLY appeared before the undersigned authority on the day of May, 2008, before me, a Notary Public duly authorized in the State and County of aforesaid to take acknowledgments, **Timothy R. Mason**, who is personally known to me or produced \_\_\_\_\_ as identification, acknowledged before me that he executed said Articles of Incorporation as the sole director of the corporation.

WITNESS my hand and official seal the day and year last aforesaid.



  
Notary Public, State of Florida  
at Large  
Print Name: DEENA M. CICCARELLI  
Commission No.: DD780918

My Commission Expires: JULY 19, 2010

**T. MASON CONSTRUCTION, INC.**

**SHAREHOLDER'S WRITTEN CONSENT TO ACTION**

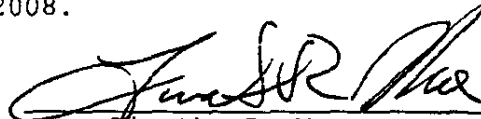
Pursuant to Section 607.0704 of the Florida Business Corporation Act, and the Bylaws of the Corporation, the undersigned, being the holder of all of the outstanding shares of capital stock of T. Mason Construction, Inc., (the "Corporation"), hereby consents to and approves the following action in lieu of holding a meeting of the shareholders:

RESOLVED, that the Corporation is hereby authorized to enter into the Agreement and Plan of Merger between the Corporation and T.M. Construction Specialist, Inc. by which the Corporation shall be the Surviving Corporation as defined in the Agreement.

RESOLVED, FURTHER, that Timothy R. Mason, as President of the Corporation, is authorized to execute the Agreement and Plan of Merger on behalf of the Corporation and to take such action or to execute such additional documents as may be necessary to give effect to the terms of the Agreement and to consummate the Merger.

RESOLVED, FURTHER, that all lawful actions taken by the officers on behalf of the Corporation prior to the effective date of this written consent are approved.

IN WITNESS WHEREOF, the undersigned, constituting the sole shareholder of the Corporation, has executed this Written Consent to Action on the 28<sup>th</sup> day of May, 2008.

  
Timothy R. Mason



AGREEMENT AND PLAN OF MERGER

of

T. MASON CONSTRUCTION, INC.

AND

T.M. CONSTRUCTION SPECIALIST, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as May 28, 2008, among T. MASON CONSTRUCTION, INC., , INC., a Florida corporation ("TMC"), and T.M. CONSTRUCTION SPECIALIST, INC., a Florida corporation ("Specialist").

RECITALS

A. TMC has an authorized capitalization of (i) 2,500 shares of common stock, par value \$1.00 per share ("TMC Common Stock"), of which 500 shares are issued and outstanding on the date hereof and owned by Timothy R. Mason.

B. Specialist has an authorized capitalization of 500 shares of common stock, par value \$1.00 per share ("Specialist Common Stock"), of which 500 shares are issued and outstanding on the date hereof, all of which are owned by Timothy R. Mason.

C. The respective Boards of Directors of TMC and Specialist have determined that it is advisable that Specialist be merged with and into TMC (the "Merger"), with TMC continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.

D. The Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), Specialist shall be merged with and into TMC. As

a result of the Merger, the separate existence of Specialist shall cease and TMC shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in ARTICLE IV hereof (the "Closing Date"), at the offices of TMC, 2700 SE Market Place, Suite 1, Stuart, FL 34997, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of Specialist and TMC shall vest in the Surviving Corporation, and all debts, liabilities and duties of Specialist and TMC shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the Amended and Restated Articles of Incorporation and Bylaws of TMC, as in effect immediately prior to the Effective Time of the Merger, shall be the articles of incorporation and bylaws of the Surviving Corporation and shall remain in effect until amended or repealed, (ii) the directors of TMC immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation and shall hold office until the next annual meeting of the stockholders of the Surviving Corporation and until their successors are elected and have qualified, and (iii) the officers of TMC immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation and, subject to the provisions of the bylaws of the Surviving Corporation, shall hold office until the next annual meeting of

the directors of the Surviving Corporation and until their successors are elected and have qualified.

## ARTICLE II

### MANNER AND BASIS OF CONVERTING OR EXCHANGING SHARES

2.1 CAPITAL STOCK. As of the Effective Time of the Merger, the outstanding shares of common stock of Specialist shall be converted into 500 shares of TMC Common Stock. As of the Effective Time of the Merger, all common stock of Specialist Common Stock and all rights in respect thereof, by virtue of the Merger, shall be cancelled. The 500 shares of TMC Common Stock shall be issued to the sole shareholder of Specialist, Timothy R. Mason, and upon issuance thereof to the stockholder of Specialist pursuant to the Merger, shall be validly issued and outstanding, fully paid and nonassessable.

2.2 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

## ARTICLE III

### ADDITIONAL AGREEMENTS

3.1 CONSENT. Each of TMC and Specialist shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

## ARTICLE IV

### CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of TMC and/or Specialist to the extent, but only to the extent, required by applicable law.

(b) TAX CONSEQUENCES. Consummation of this Agreement is subject, as a condition precedent, to the obtaining of a ruling from the Internal Revenue Service which is acceptable to each of the Merging Corporations.

(d) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

## ARTICLE V

### TERMINATION, AMENDMENT AND WAIVER

5.1 TERMINATION. This Agreement and the transactions contemplated hereby may be terminated at any time on or prior to the Effective Time whether before or after approval thereof by the stockholders of TMC or Specialist by mutual consent of the respective Boards of Directors of the Merging Corporations. In the event of the termination and abandonment hereof pursuant to the provisions of this Section 5.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of any of the parties or their directors or officers or stockholders in respect of this Agreement.

5.2 AMENDMENT. Subject to the provisions of applicable law, this Agreement may be amended (including amendments changing the Effective Time) or supplemented at any time, before or after approval of the Merger by stockholders of the Merging Corporations, by action taken by the Board of Directors of the Merging Corporations.

5.3 WAIVER. Any term, provision or condition of this Agreement (other than the requirement for stockholder approval) may be waived in writing by the party which is, or the party the stockholders of which are, entitled to the benefits thereto.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be

specified by like notice):

(i) If to TMC:

T. Mason Construction, Inc.  
2700 SE Market Place, Suite  
Stuart, FL 34997  
Facsimile: 772-286-8428

(ii) If to Specialist:

T.M. Construction Specialist, Inc.  
2700 SE Market Place, Suite  
Stuart, FL 34997  
Facsimile: 772-286-8428

with a copy (which shall not constitute  
notice) to:

MALLORY LAW GROUP  
1907 Commerce Lane, Suite 104  
P.O. Box 8858  
Jupiter, FL 33468  
Facsimile: 561-743-3792

6.2 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 shall 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 shall 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 extent possible.

6.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

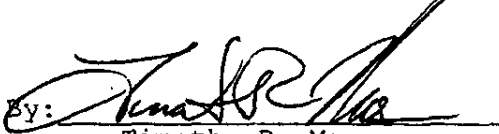
6.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

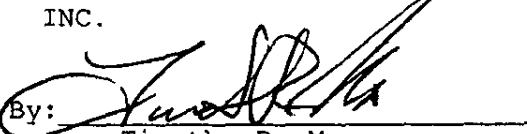
6.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, TMC and Specialist have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

T. MASON CONSTRUCTION, INC.

By:   
Timothy R. Mason  
President, Director

T.M. CONSTRUCTION SPECIALIST,  
INC.

By:   
Timothy R. Mason  
President, Director