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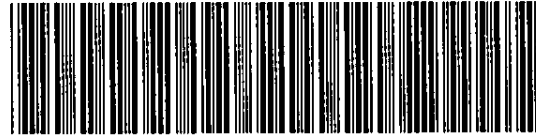
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merger

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DATE: 10/31/12

NAME: RMG DEVELOPMENT, INC & WEN-ROB, INC.

TYPE OF FILING: MERGER

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

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STATE OF FLORIDA ARTICLES OF MERGER

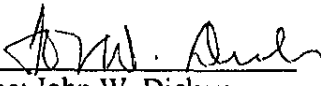
Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), the undersigned corporations execute the following Articles of Merger.

1. The names of the corporations which are parties to the merger are RMG DEVELOPMENT, INC., a Florida corporation, and WEN-ROB, INC., a Georgia corporation.
2. The name of the surviving corporation is WEN-ROB, INC., a Georgia corporation (the "**Surviving Corporation**").
3. The Agreement and Plan of Merger is attached.
4. The Agreement and Plan of Merger has been approved by the domestic corporation party to the merger in accordance with Section 607.1101 of the FBCA.
5. The Agreement and Plan of Merger has been approved by the other business corporation that is a party to the merger in accordance with the respective laws of the State of Georgia.
6. The Agreement and Plan of Merger was adopted by the sole Shareholder of the Surviving Corporation and the sole Shareholder of RMG DEVELOPMENT, INC. on October 31, 2012.
7. The merger is to become effective as of 11:59 P.M. Eastern Daylight Time on October 31, 2012.
8. The principal place of business of the Surviving Corporation is 181 Walden Rd., Sandersville, GA 31082.
9. The Surviving Corporation hereby appoints the Florida Secretary of State as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.
10. The Surviving Corporation hereby agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Surviving Corporation and the merging corporation has caused these articles to be signed by an authorized officer as of this 31st day of October, 2012.

RMG DEVELOPMENT, INC.
a Florida corporation

By 
Name: John W. Dickey
Title: Chief Executive Officer

WEN-ROB, INC.
a Georgia corporation

By 
Name: John W. Dickey
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of October 31, 2012, is made by and between WEN-ROB, INC., a Georgia corporation ("**Wen-Rob**"), and RMG DEVELOPMENT, INC., a Florida corporation (the "**Company**").

WHEREAS, the respective Boards of Directors of Wen-Rob and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "**Florida Act**") and the Georgia Business Corporation Code (the "**Georgia Act**") will merge with and into Wen-Rob, with Wen-Rob as the surviving corporation (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with both the Florida Act and the Georgia Act, the Company shall be merged with and into Wen-Rob at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and Wen-Rob shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Florida Act and the Georgia Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "**Articles of Merger**") complying with Section 14-2-1105 of the Georgia Act and Section 607.1109 of the Florida Act, with the Secretary of State of the State of Georgia and the Secretary of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Georgia Act and the Florida Act, including without limitation. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of

the Company shall vest in Wen-Rob, as the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of Wen-Rob, as the Surviving Corporation.

3. Organizational Documents. The by-laws of Wen-Rob in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the Georgia Act, and the certificate of incorporation of Wen-Rob in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Georgia Act.

4. Directors and Officers. The directors and officers of Wen-Rob immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the Georgia Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Wen-Rob or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company ("**Company Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 15 validly issued, fully paid and non-assessable shares of the Non-Voting Stock (as defined in the Articles of Amendment to the Articles of Incorporation of Wen-Rob, effective as of October 31, 2012) of the Surviving Corporation ("**Surviving Corporation Common Stock**");

(b) each share of Company Common Stock that is owned by Wen-Rob or the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each share of capital stock of Wen-Rob issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. Upon surrender by the stockholders of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Wen-Rob for cancellation, together with such other documents as Wen-Rob shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to **Section 5** after taking into account all shares of Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to **Section 5**, and until such surrender or exchange, no such shares of

Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

7. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

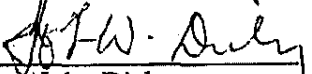
12. Governing Law; Submission to Jurisdiction. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Georgia and the merger provisions of the Georgia Act and the Florida Act.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

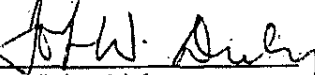
[SIGNATURE PAGE FOLLOWS]

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

WEN-ROB, INC.

By 
Name: John Dickey
Title: Chief Executive Officer

RMG DEVELOPMENT, INC.

By 
Name: John Dickey
Title: Chief Executive Officer