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MERGER OR SHARE EXCHANGE

NXTTOOL, INC.

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**STATE OF FLORIDA
ARTICLES OF MERGER**

OF

NXTOOL, INC., a Georgia corporation

INTO

NXTOOL, INC., a Florida corporation

NXTOOL, INC., a Florida corporation, submits the following Articles of Merger Pursuant to Section 607.1105 of the Florida Business Corporation Act.

ARTICLE I - MERGING CORPORATION

The merging corporation is NXTOOL, INC., a Georgia corporation ("NXTOOL GEORGIA").

ARTICLE II - SURVIVING CORPORATION

The surviving corporation is NXTOOL, INC., a Florida corporation ("NXTOOL FLORIDA"). The name of the surviving corporation, upon the effective date of merger, will be NXTOOL, INC.

Article III - PLAN OF MERGER

The plan of merger is as set forth in the Agreement and Plan of Merger attached hereto as Exhibit A ("Agreement and Plan of Merger").

ARTICLE IV - EFFECTIVE DATE

The merger of the undersigned corporations will become effective as of 12:00 a.m. on the date these Articles of Merger are filed.

ARTICLE V- ADOPTION OF PLAN OF MERGER BY MERGING CORPORATION


On the 28 day of February, 2007, the Board of Directors of NXTOOL GEORGIA adopted the Agreement and Plan of Merger and recommended such Agreement and Plan of Merger to the sole shareholder of NXTOOL GEORGIA for approval, and on the 28 day of February, 2007, such sole shareholder adopted and approved the Agreement and Plan of Merger pursuant to the applicable provisions of the Georgia Business Corporation Code.

ARTICLE VI- ADOPTION OF PLAN OF MERGER BY SURVIVING CORPORATION

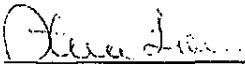
On or about the 28 day of February, 2007, the Board of Directors of NXTOOL FLORIDA adopted the Agreement and Plan of Merger and recommended such Agreement and Plan of Merger to the sole shareholder of NXTOOL FLORIDA for approval, and on the 28 day of February, 2007, such sole shareholder adopted and approved the Agreement and Plan of Merger pursuant to Sections 607.1101 and 607.1103, Florida Statutes.

ATTEST:

NXTOOL, INC., a Florida corporation



Witness Signature
ROBERT Q. LEE
Name Printed

(SEAL)

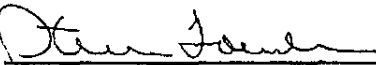
By: 
Name: STEVE LOWDER
Title: PRESIDENT

ATTEST:

NXTOOL, INC., a Georgia corporation


Witness Signature
ROBERT Q. LEE
Name Printed

(SEAL)

By: 
Name: STEVE LOWDER
Title: PRESIDENT

AGREEMENT AND PLAN OF MERGER

20th This Agreement and Plan of Merger (this "Merger Agreement") is entered into this day of February, 2007, by and between NXTOOL, INC., a Georgia corporation ("NXTOOL Georgia"), and NXTOOL, INC., a Florida corporation ("NXTOOL Florida").

WITNESSETH:

WHEREAS, NXTOOL Georgia is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and is, as of this date, authorized to issue an aggregate of 10,000 shares of common stock, \$1.00 par value (the "NXTOOL Georgia Common Stock"), of which 500 shares are issued and outstanding; and

WHEREAS, NXTOOL Florida is a corporation duly organized and validly existing under the laws of the State of Florida, and is, as of this date, authorized to issue an aggregate of 10,000 shares of common stock, \$0.01 par value (the "NXTOOL Florida Common Stock"), of which 500 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of NXTOOL Georgia and the NXTOOL Florida deem it advisable and in the best interests of such corporations that a reorganization of the corporate structure of such corporations as herein contemplated be consummated; and in accordance therewith, that NXTOOL Georgia be merged with and into NXTOOL Florida (the "Merger"), with NXTOOL Florida as the surviving corporation (in its capacity as surviving corporation, NXTOOL Florida is hereinafter sometimes referred to as the "Surviving Corporation"), pursuant to the provisions of the Georgia Business Corporation Code (the "Georgia Act") and the Florida Business Corporation Act (the "Florida Act"), and its name shall remain as "NXTOOL, Inc."; and

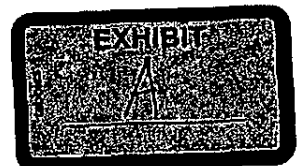
WHEREAS, the respective Boards of Directors of each of NXTOOL Georgia and NXTOOL Florida have approved and adopted this Merger Agreement and the merger described herein by written consent; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for the purpose of prescribing the terms and conditions of the merger in such other details and provisions as are deemed necessary or advisable, the parties hereby agree as follows:

ARTICLE I
THE MERGER

1.1. Merger. Subject to the terms and conditions of this Merger Agreement, and in accordance with the provisions of the Georgia Act and the Florida Act, at the Effective Date (as hereinafter defined), NXTOOL Georgia shall be merged with and into NXTOOL Florida, the separate existence of NXTOOL Georgia shall cease, NXTOOL Florida shall be the Surviving Corporation and its name shall remain "NXTOOL, Inc.," and as such shall continue its existence under the laws of the State of Florida.

1.2. Continuation of Corporate Existence. Except as may otherwise be set forth herein, the corporate existence and identity of NXTOOL Florida, with all its purposes,



powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the merger and the corporate existence and identity of NXTOOL Georgia with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of NXTOOL Florida and the Surviving Corporation shall be vested fully therewith and the separate corporate existence and identity of NXTOOL Georgia shall thereafter cease, except to the extent continued by statute.

1.3. Effective Date. The Merger shall become effective as of the later of (a) the date and time on which this Merger Agreement or an appropriate certificate of merger is filed with the Secretary of State of the State of Florida, as required by the Florida Act, and (b) the date and time on which this Merger Agreement or an appropriate certificate of merger is filed with the Secretary of State of the State of Georgia, as required by the Georgia Act (hereinafter and hereinafter called the "Effective Date").

1.4. Non-Taxable Merger. The parties herein agree that the Merger effectuated herein shall constitute a tax-free reorganization pursuant to the terms of Section 368 of the Internal Revenue Code (1986), as amended.

1.5. Rights and Liabilities.

(a) The title to all real estate and other property, or any interest therein, owned by NXTOOL Georgia shall be vested in NXTOOL Florida as the surviving corporation, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of NXTOOL Georgia shall be impaired by the Merger.

(b) NXTOOL Florida, as the surviving corporation, shall, from the effective date of the Merger, be responsible and liable for all the liabilities and obligations of NXTOOL Georgia.

(c) Any existing claim, action, or proceeding pending by or against NXTOOL Georgia may be continued as if the Merger did not occur, or NXTOOL Florida, as the surviving corporation, may be substituted in the proceeding for and on behalf of NXTOOL Georgia.

ARTICLE II

NAME, ARTICLES OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1. Name. The name of the Surviving Corporation shall remain "NXTOOL, Inc." on the Effective Date.

2.2. Bylaws. The Bylaws of NXTOOL Florida in existence and as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Bylaws of the Surviving Corporation.

2.3. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation shall be the persons holding such positions for NXTOOL Florida immediately prior to the Effective Date, and shall continue to hold such positions until the expiration of their current terms as such, or until their earlier resignation, removal or death.

ARTICLE III CONVERSION AND EXCHANGE OF SHARES

3.1. Conversion and Cancellation of Shares.

(a) As of the Effective Date, each of the 500 shares of NXTTOOL Florida Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain one fully paid and nonassessable share of common stock, par value \$0.01 per share, of NXTTOOL Florida.

(b) The shares of stock of NXTTOOL Georgia shall be converted into shares of stock of NXTTOOL Florida, and the former holders of the shares of stock of NXTTOOL Georgia are entitled only to the rights provided in the Articles of Merger or to their rights under the Florida Act. Each share of NXTTOOL Georgia Common Stock held in treasury immediately prior to the Effective Date shall be cancelled by virtue of the Merger.

3.2. Exchange. Promptly following the Effective Date of the Merger provided for herein, the holder of each of the certificates evidencing ownership of shares of NXTTOOL Georgia Common Stock shall surrender the certificates representing such shares of NXTTOOL Georgia Common Stock to the Surviving Corporation for cancellation.

ARTICLE IV GENERAL

4.1. Termination and Abandonment. At any time prior to the consummation of the Merger, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of NXTTOOL Georgia.

4.2. Amendment. This Merger Agreement may be amended at any time prior to the Effective Date with the mutual consent of the Boards of Directors of the parties hereto; provided, however, that this Merger Agreement may not be amended after it has been adopted by the shareholder of NXTTOOL Georgia in any manner which, in the judgment of the Board of Directors of NXTTOOL Georgia, would have a material adverse effect on the rights of such shareholder.


4.3. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

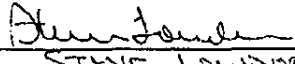
4.4. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

4.5. Waiver. At any time prior to the Effective Date, the parties may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracy in the statements contained in this Merger Agreement or in any document delivered, or (iii) waive compliance with any of the covenants, conditions or agreements contained in this Merger Agreement.


IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.

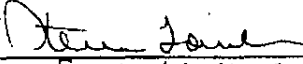
NXTOOL, INC.,
a Georgia corporation


Witness Signature
ROBERT Q. LEE
Name Printed

By: 
Name: STEVE LOWDER
Title: PRESIDENT

NXTOOL, INC.,
a Florida corporation


Witness Signature
ROBERT Q. LEE
Name Printed

By: 
Name: STEVE LOWDER
Title: PRESIDENT