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MERGER OR SHARE EXCHANGE
Blackwood Industries, Inc.

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January 4, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BLACKWOOD INDUSTRIES, INC.
C/O GARY D. LIPSON, ESQ.
390 NORTH ORANGE AVENUE, STE. 1500
ORLANDO, FL 32801

SUBJECT: BLACKWOOD INDUSTRIES, INC.
REF: P09000057257

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We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

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

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Carol Mustain
Regulatory Specialist II

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Blackwood Industries, Inc.

Articles of Merger

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the Blackwood Industries, Inc., an Arkansas corporation, and Blackwood Industries, Inc., a Florida corporation, adopt the following Articles of Merger:

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1. Each of Blackwood Industries, Inc., an Arkansas corporation, and Blackwood Industries, Inc., a Florida corporation, has entered into a certain Agreement and Plan of Merger dated January 4, 2010 (the "Agreement and Plan of Merger). Pursuant to the Agreement and Plan of Merger, Blackwood Industries, Inc., an Arkansas corporation, is being merged into Blackwood Industries, Inc., a Florida corporation. Blackwood Industries, Inc., a Florida corporation, is the surviving corporation of the merger. Pursuant to the Agreement and Plan of Merger, each and every issued and outstanding share of common stock of Blackwood Industries, Inc., an Arkansas corporation, will be exchanged for one thousand (1,000) shares of common stock of Blackwood Industries, Inc., a Florida corporation.

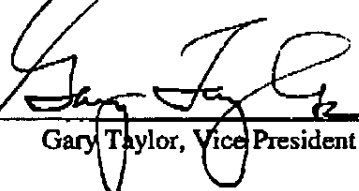
2. The effective date of the merger pursuant to the Agreement and Plan of Merger shall be January 4, 2010.

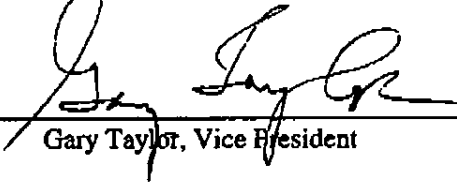
3. The Agreement and Plan of Merger was unanimously adopted by (a) the respective Boards of Directors of Blackwood Industries, Inc., an Arkansas corporation, and Blackwood Industries, Inc., a Florida corporation, on December 11, 2009 and (b) the respective shareholders of Blackwood Industries, Inc., an Arkansas corporation, and Blackwood Industries, Inc., a Florida corporation, on January 4, 2010.

IN WITNESS WHEREOF, each of the parties, by and through its respective undersigned officer thereunto duly authorized, has executed these Articles of Merger on January 4, 2010.

Blackwood Industries, Inc.,
an Arkansas corporation

Blackwood Industries, Inc.,
a Florida corporation

By 
Gary Taylor, Vice President

By 
Gary Taylor, Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into on January 4, 2010 by and between **BLACKWOOD INDUSTRIES, INC.**, an Arkansas corporation (Blackwood—Arkansas”), and **BLACKWOOD INDUSTRIES, INC.**, a Florida corporation (“Blackwood—Florida”). Blackwood—Arkansas and Blackwood—Florida are hereinafter sometimes collectively referred to as the “Constituent Corporations,” and Blackwood—Florida is hereinafter sometimes referred to as the “Surviving Corporation.”

RECITALS:

A. The Board of Directors and shareholders of Blackwood—Arkansas have determined that it is advisable and in the best interests of Blackwood—Florida and its shareholders to change the jurisdiction of incorporation of Blackwood—Arkansas from the State of Arkansas to the State of Florida.

B. In order to effectuate the change of jurisdiction of incorporation, the Board of Directors of Blackwood—Arkansas has deemed it advisable and in the best interests of Blackwood—Arkansas and its shareholders that Blackwood—Arkansas be merged with and into Blackwood—Florida (the “Merger”) on the terms and in accordance with the provisions of this Agreement and Plan of Merger (the “Agreement”).

C. In order to effectuate the change of jurisdiction of incorporation, the Board of Directors of Blackwood—Florida has deemed it advisable and in the best interests of Blackwood—Florida and its shareholders that Blackwood—Arkansas be merged with and into Blackwood—Florida on the terms and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals and the respective covenants and agreements of the parties set forth in this Agreement, each of the parties agrees as follows:

ARTICLE I
The Merger

1.1 Manner of the Merger.

(a) Subject to the terms and conditions set forth in this Agreement, on the Effective Date of the Merger (as such term is hereinafter defined), Blackwood—Arkansas shall be merged with and into Blackwood—Florida, and Blackwood Florida shall be the surviving corporation of the Merger. The corporate existence of Blackwood—Florida with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and, as the Surviving

Corporation, Blackwood—Florida shall be governed by the laws of the State of Florida and succeed to all of the rights, assets, liabilities and obligations of Blackwood—Arkansas as set forth in the Florida Business Corporation Act (the “Florida Act”) and the Arkansas Business Corporation Act (the “Arkansas Act”). The separate existence and corporate organization of Blackwood—Arkansas shall cease upon the Effective Date of the Merger and thereafter Blackwood—Florida shall continue as the Surviving Corporation under the laws of the State of Florida under the name “Blackwood Industries, Inc.”

(b) The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all of the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Corporations and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all of the assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations existing immediately prior to the Effective Date. The title to any real estate or any interest therein, vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger.

1.2 Articles of Incorporation, Bylaws and Management of the Surviving Corporation.

(a) The Articles of Incorporation of Blackwood—Florida as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until they shall thereafter be modified, altered, amended or repealed in accordance with law or such Articles of Incorporation of the Surviving Corporation.

(b) The Bylaws of Blackwood—Florida as in effect immediately prior to the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until they shall thereafter be modified, altered, amended or repealed in accordance with law, the Articles of Incorporation of the Surviving Corporation or such Bylaws of the Surviving Corporation.

(c) The directors and officers of Blackwood—Florida immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation, subject to the provisions of the Surviving Corporation’s Articles of Incorporation and Bylaws as to their terms of office, removal, election of successors and otherwise.

1.3 Status and Conversion of Shares. The manner of converting the shares of the Constituent Corporations shall be as follows:

(a) On the Effective Date of the Merger, each of the following events shall be deemed to occur simultaneously:

(i) Each share of common stock, no par value per share (the "Blackwood—Arkansas Common Stock"), of Blackwood—Arkansas issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, thereupon be converted into One Thousand (1,000) shares of the common stock, par value \$0.0001 per share, of the Surviving Corporation (the "Blackwood—Florida Common Stock").

(ii) Each share of Common Stock held in Blackwood—Arkansas' treasury immediately prior to the Effective Date of the Merger shall become authorized but unissued shares of Blackwood—Florida Common Stock.

(iii) Each share of Blackwood—Florida Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall be automatically and without any action on the part of the holder thereof, be purchased and redeemed by Blackwood—Florida for a cash purchase price of One Dollar (\$1.00) per share.

(b) Subject to Section 1.3(c) hereof, each share of Blackwood—Arkansas capital stock issued and outstanding immediately prior to the Effective Date of the Merger shall on and after the Effective Date of the Merger be deemed for all corporate purposes to evidence ownership of the whole number of shares of Blackwood—Florida Common Stock into which such shares have been converted pursuant to Section 1.3(a)(i) above. Blackwood—Florida shall not be required to issue, and no certificates shall be issued, for a fraction of a share of Blackwood—Arkansas capital stock to any shareholder of Blackwood—Arkansas in respect of fractional interests.

(c) After the Effective Date of the Merger, each holder of record of an outstanding certificate or certificates representing shares of Blackwood—Arkansas capital stock may surrender such certificate or certificates to Blackwood—Florida and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of Blackwood—Florida Common Stock into which the shares of Blackwood—Arkansas capital stock theretofore represented by the certificate or certificates so surrendered shall have been converted. As soon as practicable after the Effective Date of the Merger, Blackwood—Florida shall send to each such holder a notice and transmittal form for surrendering such certificates to it. Until certificates for shares of Blackwood—Arkansas capital stock shall be surrendered and exchanged for certificates for shares of Blackwood—Florida Common Stock, no dividend or other distributions, if any, payable to holders of record of Blackwood—Arkansas capital stock as of any date subsequent to the Effective Date of the Merger shall be paid to the holders of such outstanding certificates of Blackwood—Arkansas. Upon surrender and exchange of such outstanding certificates of Blackwood—Arkansas, there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which may have become payable after the Effective Date of the Merger with respect to the number of whole shares of Blackwood—Florida Common Stock represented thereby.

(d) If any certificate evidencing shares of Blackwood—Florida Common Stock is to be issued in a name other than that in which the Blackwood—Arkansas certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to Blackwood—Florida any transfer or other taxes required by reason of the issuance of a certificate for shares of Blackwood—Florida Common Stock in any name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Blackwood—Florida that such tax has been paid or is not payable.

1.4 **Effective Date of the Merger.** The Merger shall become effective upon the latter to occur of the filing of appropriate documents with (a) the Secretary of State of the State of Arkansas and (b) the Department of State of the State of Florida. The term "Effective Date" or "Effective Date of the Merger" as used in this Agreement shall mean the date and time at which the Merger becomes effective.

ARTICLE II **Conditions to the Merger**

2.1 **Conditions to the Merger.** The consummation of the Merger is subject to the satisfaction on or prior to the Effective Date of the following conditions:

(a) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of all of the shares of Blackwood—Arkansas Common Stock outstanding on the record date fixed for determining the shareholders of Blackwood—Arkansas entitled to vote thereon.

(b) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of all of the shares of Blackwood—Florida Common Stock outstanding on the record date fixed for determining the shareholders of Blackwood—Florida entitled to vote thereon.

(c) No holder of shares of Blackwood—Arkansas Common Stock shall have exercised any rights pursuant to the applicable provisions of Section 4-26-1009 of the Arkansas Act.

(d) Articles of Merger shall have been filed by Blackwood—Arkansas and Blackwood—Florida with (i) the Secretary of State of the State of Arkansas and (ii) the Department of State of the State of Florida.

ARTICLE III
Miscellaneous Provisions

3.1 **Governing Law.** Except to the extent that the laws of the State of Arkansas shall apply to the Merger, this Agreement shall be governed by, and shall be construed and interpreted in accordance, with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

3.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and arrangements, both oral and written, between the parties with respect to such subject matter. This Agreement may not be amended or modified in any manner, except by a written instrument executed by each of the parties after approval of any such amendment or modification by the respective Boards of Directors and shareholders of each of the Constituent Corporations.

3.3 **Benefits; Binding Effect.** This Agreement shall be for the benefit of, and shall be binding upon, the parties hereto and their respective heirs, personal representatives, executors, legal representatives, successors and assigns.

3.4 **Further Assurances.** Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.


3.5 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.


3.6 **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement on the date first written above.

Blackwood Industries, Inc.,
an Arkansas corporation

Blackwood Industries, Inc.,
a Florida corporation

By 
Stephen E. Jones, President

By 
Stephen E. Jones, President