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DIVISION OF CORPORATIONS
13 JAN 29 PM 2:30

Merger

FEB - 1 2013

T. BROWN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Maldon Holdings, Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Laurel Nugent

Contact Person

Maldon Holdings, Inc. d/b/a MRO Center

Firm/Company

2725 Center Place

Address

Melbourne, FL 32940

City/State and Zip Code

laurel.nugent@mrocenter.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Laurel Nugent

Name of Contact Person

At (888)

266-4013

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

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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>Maldon Holdings Inc.</u>	<u>Florida</u>	<u>P10000076129</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Leading Edge Engine Products Inc.</u>	<u>Florida</u>	<u>P10000035684</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
December 21, 2012 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
December 21, 2012 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

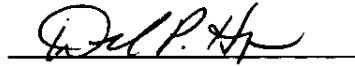
Typed or Printed Name of Individual & Title

Maldon Holdings Inc.



Jason Nunn

LEEP Inc.



Doug Hayes

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

Jurisdiction

Maldon Holdings Inc.

Florida

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

Name

Jurisdiction

Leading Edge Engine Products Inc.

Florida

Third: The terms and conditions of the merger are as follows:

Please see attached terms and conditions for the merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Please see attached manner and basis of converting shares and converting rights to acquire shares for the merger

(Attach additional sheets if necessary)

THIRD :Terms and Conditions of Merger between:

Leading Edge Engine Products Inc. and Maldon Holdings Inc.:

Name and Continued Corporate Existence of Surviving Corporation. The corporate name of Maldon Holdings, Inc., the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the surviving corporation, and its identity, existence, purposes, powers, objects, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, rights and immunities of LEEP shall be wholly merged into Maldon Holdings. Accordingly, on the merger date the separate existence of LEEP, except insofar as continued by statute, shall cease.

Certificate of Incorporation/Merger. Maldon Holdings shall file the Articles of Merger with the Florida Department of State, as required by the laws of the state of Florida. The articles shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the articles of merger shall be filed in the office of the recorder in all counties in which Maldon Holdings holds real property.

Articles of Incorporation, Bylaws and Directors of Surviving Corporation. On and after the merger date the present Articles of Incorporation and Bylaws of Maldon Holdings shall be and become the Articles of Incorporation and Bylaws of the Surviving Corporation, unless and until amended in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law. Prior to the merger date, the Parties shall elect Directors, who shall become and remain the Directors of the Surviving Corporation. Therefore, on the merger date, the Directors shall retain their respective positions until the end of their respective terms for which they were elected, subject to removal, resignation or other such changes as may otherwise occur in accordance with the bylaws of the Surviving Corporation and applicable law.

Anti-dilution Protection. In the event that Maldon Holdings engages in any split-up of its common stock, issues any dividend to its common Stockholder or effects any reorganization or re-capitalization including any reverse stock split, the Stockholder will be treated in the same manner as any other stockholder.

Investment. The Stockholder (1) understands that the common stock of Maldon Holdings to be received pursuant to Section 1(b) above has not been, and will not be, registered under the Securities Act of 1933 (the "Act"), nor under any state securities laws, and is being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (2) is acquiring the common and founder preferred stock solely for his own account for investment purposes, and not with a view to the distribution thereof, (3) is an accredited investor as defined in Regulation D promulgated under the Act; (4) has received certain information concerning Maldon Holdings in order to evaluate the merits and the risks inherent

in holding the common and founder preferred stock, and (5) is able to bear the economic risk and lack of liquidity inherent in holding the common and founder preferred stock.

Holding Period for Exchanged Shares. The Stockholder recognizes that the holding period for the shares of Maldon Holdings stock received in the merger will include the holding period for the shares of LEEP stock surrendered in the exchange.

Tax Return for the Period Prior to this Transaction. The Stockholder agrees to file or cause to have filed any federal, state, and local tax returns as required for the Company from the time of its incorporation until the effective date of this transaction. A copy of all such returns will be provided to Maldon Holdings as soon as practicable after their filing.

Closing. The transaction contemplated by this Agreement shall close within one (1) business day after the date hereof (the "Closing Date"). On the Closing Date, LEEP shall deliver an up-to-date list of LEEP's Assets as to Maldon Holdings, and Maldon Holdings shall deliver to LEEP the certificate of shares. The Parties also agree to deliver any other documents necessary to effectuate the transaction contemplated herein in a form mutually acceptable to the parties.

Confidentiality and Non-Compete Agreement. The parties agree and acknowledge that the terms of this agreement shall be kept strictly confidential and that a breach of such confidentiality would cause irreparable harm. The parties further agree that they shall not be involved in the creation of a competing business for a period of one (1) year after the date of this Agreement. Finally, the Stockholder shall sign the Non-Disclosure and Non-Compete agreement required of every owner and employee of Maldon Holdings.

FOURTH - Manner and basis of converting shares and rights to acquire shares of:

Leading Edge Engine Products Inc. to Maldon Holdings Inc.:

On and subject to the terms and conditions of this Agreement, Maldon Holdings agrees to acquire from the Stockholder, all of the issued and outstanding common stock of LEEP and the Stockholder agrees to transfer to Maldon Holdings all of the issued and outstanding shares of LEEP's common stock in exchange for the issuance to the Stockholder of 125,000 shares of Maldon Holdings' unregistered common stock and 175,000 of Maldon Holding's founder series preferred stock, no par value per share.