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SECRETARY OF STATE
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**MERGER OR SHARE EXCHANGE
RAB HOLDINGS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

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TALLAHASSEE, FLORIDA

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Merger
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H10000151772 3

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INDEXED**AGREEMENT, PLAN AND ARTICLES OF MERGER**

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER dated June 30, 2010, by and between RAB HOLDINGS, INC., a Florida corporation ("Holdings"), having its principal place of business at 601 N. Ashley Dr., Ste. 390, Tampa, Florida 33602, and R.A. BEARD CO., a Florida corporation ("RABCO"), having its principal place of business at 601 N. Ashley Dr., Ste. 390, Tampa, Florida 33602, such corporations being hereinafter collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Holdings is a corporation duly organized and existing under the laws of the State of Florida, having been formed on December 15, 1992, and is authorized to issue 10,000 shares of common stock, par value \$1.00 per share (the "Shares" of Holdings); and

WHEREAS, RABCO is a corporation duly organized and existing under the laws of the State of Florida, having been formed on January 11, 1995, and is authorized to issue 10,000 shares of common stock, par value \$1.00 per share (the "Shares" of RABCO); and

WHEREAS, the respective boards of directors of Holdings and RABCO deem it advisable and in the best interests of the Constituent Corporations that RABCO be merged with and into Holdings as the surviving corporation, and such boards of directors have duly approved the execution, delivery and performance of this Agreement, Plan and Articles of Merger (this "Plan").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. **MERGER AND NAME OF SURVIVING CORPORATION.** At the Effective Date, as hereinafter defined, RABCO shall be merged with and into Holdings which is hereby designated as the "Surviving Corporation." The Surviving Corporation's name shall be R.A. Beard Co.

2. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the merger are as follows:

(a) The Constituent Corporations shall be a single corporation, which shall be Holdings, the corporation designated herein as the Surviving Corporation.

(b) The separate existence of RABCO shall cease.

(c) The Surviving Corporation shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of

H10000151772 3

H10000151772 3

each Constituent Corporation. All of the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Corporation on whatever account, belonging to each Constituent Corporation shall be vested in the Surviving Corporation. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation just as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Corporation shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of RABCO and its board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to RABCO.

(e) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The directors and officers of Holdings as of the Effective Date shall be the directors and officers of the Surviving Corporation.

3. MANNER AND BASIS OF CONVERTING SHARES.

(a) Each issued and outstanding Share of RABCO at the Effective Date shall be converted into an issued and outstanding Share of Holdings without any action on the part of the holder thereof.

(b) All issued and outstanding Shares of Holdings into which issued and outstanding Shares of RABCO shall have been converted pursuant to this Plan shall be issued in full satisfaction of all rights pertaining to such converted RABCO Shares.

(c) Each issued and outstanding Holdings Share at the Effective Date shall remain issued and outstanding.

H10000151772 3

4. ARTICLES OF INCORPORATION AND BYLAWS. The Articles of Incorporation of Holdings as existing and constituted immediately prior to the Effective Date shall be and constitute the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law, except that the name of the Surviving Corporation shall be R.A. Beard Co.. The Bylaws of RABCO as existing immediately prior to the Effective Date shall be and constitute the Bylaws of the Surviving Corporation until amended in the manner provided by law.

5. APPROVALS. This Plan was approved by the respective boards directors and shareholders of each Constituent Corporation on June 1, 2010. The number of outstanding Shares of Holdings is 100, all of which voted for the Plan. The number of outstanding Shares of RABCO is 100, all of which voted for the Plan. No outstanding Shares of either Constituent Corporation voted against the Plan.

6. EFFECTIVE DATE. The Merger shall become effective upon the filing of this Agreement, Plan and Articles of Merger with the Florida Secretary of State in accordance with the Florida Business Corporation Act. The date on which such merger shall become effective is herein called the "Effective Date."

7. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the boards of directors of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective boards of directors.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Florida. Any matter arising out of this Plan shall be heard exclusively by a court of competent jurisdiction in Hillsborough County, Florida.

(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.


H10000151772 3

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

RAB HOLDINGS, INC.,
a Florida corporation

By: 
Richard A. Beard, III
President

R.A. BEARD CO.,
a Florida corporation

By: 
Richard A. Beard, III
President

beard/Docs/Agr, plan & articles of merger

H10000151772 3