

P95000089650

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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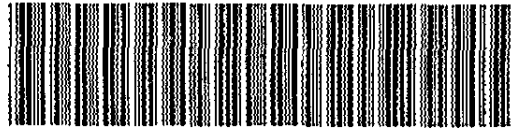
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*merger*

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2007 DEC 28 PM 1:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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12/28/07

DEPARTMENT OF STATE  
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Reference:  
(Sub Account)

Date:

12/28/07

Requestor Name: Carlton Fields

Address: Post Office Drawer 190  
Tallahassee, Florida 32302

Telephone: (850) 513-3619 - direct  
(850) 224-1585

Contact Name: Kim Pullen, CP

Corporation Name:

Building Technology Consultants, Incorporated  
→ Building Engineering and Consulting, Incorporated

Entity Number:

S13331 → P950000 89650

Authorization:

Kim Pullen

☒ MERGER  
Certified Copy

☒ MERGER

☐ New Filings

☒ Plain Stamped Copy

☐ Certificate of Status

☐ Fictitious Name

☐ Amendments

☐ Annual Report

☐ Registration

( X ) Call When Ready

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Client: 37892

Matter: 85965

Name: Kevin Conley

Office: TPA

EFFECTIVE DATE  
11-10-08

**ARTICLES OF MERGER  
OF  
BUILDING TECHNOLOGY CONSULTANTS, INCORPORATED  
(a Florida corporation - Doc # S13331)  
WITH AND INTO  
BUILDING ENGINEERING AND CONSULTING, INCORPORATED  
(a Florida corporation - Doc # P95000089650)**

2007 DEC 28 PM 1:04  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Pursuant to Florida Statutes  
Sections 607.1101 and 607.1105

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Pursuant to Sections 607.1103 and 607.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I  
State of Organization: Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Building Engineering and Consulting, Incorporated	Florida
Building Technology Consultants, Incorporated	Florida

Building Engineering and Consulting, Incorporated, a Florida corporation, shall be the surviving entity.

**ARTICLE II  
Plan of Merger**

The Plan and Agreement of Merger is attached hereto as Exhibit A.

**ARTICLE III  
Approval of Merger**

The Plan and Agreement of Merger was approved by the shareholders of Building Engineering and Consulting, Incorporated, in accordance with Chapter 607, Florida Statutes, on December 28, 2007.

The Plan and Agreement of Merger was approved by the shareholders of Building Technology Consultants, Incorporated, in accordance with Chapter 607, Florida Statutes, on December 28, 2007.

**ARTICLE IV  
Effective Time**

These Articles of Merger shall become effective as of 12:01 a.m. on January 1, 2008.

**ARTICLE V**  
**Name of Surviving Entity**

The name of the Surviving Entity shall be "Building Engineering-Consultants, Inc." as provided in the Plan and Agreement of Merger.

**ARTICLE VI**  
**Authorized Shares of Surviving Entity**

The capital stock of the Surviving Corporation shall consist of 10,000 shares of common stock, without par value, as provided in the Plan and Agreement of Merger.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of the constituent corporations have caused these Articles of Merger to be executed this 28th day of December, 2007.

**Building Engineering and Consulting, Incorporated**  
a Florida corporation

By: 

Name: James E. Fell, Sr.

Title: President

**Building Technology Consultants, Incorporated**  
a Florida corporation

By: 

Name: Michael F. Fell

Title: President

**(Exhibit A)**  
**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (the "*Plan*") is dated as of December 27, 2007, by and between Building Technology Consultants, Inc., a Florida corporation (the "*Merging Entity*"), and Building Engineering and Consulting, Incorporated, a Florida corporation (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Plan. The directors of the Merging Entity have submitted this Plan to the Merging Entity's shareholders for adoption and approval of the Merger. The directors of the Surviving Entity have submitted this Plan to the Surviving Entity's shareholders for adoption and approval. This Plan sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FBCA*").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION 1.   TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.**

(a)   At the Effective Time (as defined in Section 6 of this Plan) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b)   Pursuant to the Merger, the articles of incorporation and bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c)   The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the existence of the shares in the Merging Entity shall cease.

(d)   All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights, and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(e) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its directors, shareholders, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(f) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.1106 of the FBCA.

## **SECTION 2. CAPITALIZATION.**

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Corporation consists of 1,000 shares of common stock, without par value ("Merging Common Shares"), of which 500 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Merging Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Corporation consists of 1,000 shares of common stock, without par value ("Surviving Common Shares"), of which 500 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Surviving Common Shares.

## **SECTION 3. MANNER AND BASIS OF CONVERTING INTERESTS OF THE MERGING ENTITY INTO INTERESTS OF THE SURVIVING ENTITY.**

(a) The Merging Common Shares held by the shareholders of the Merging Corporation that are issued and outstanding at the Effective Time shall cease to exist.

(b) At the Effective Time, the Surviving Common Shares in the Surviving Corporation that are issued and outstanding immediately prior to the Effective Time shall remain outstanding and each shareholder shall be issued an additional share for each Surviving Common Share owned prior to the Effective Time, such that the owners of the Surviving Common Shares immediately after the Effective Time are as follows: James E. Fell, Sr. - 300 Surviving Common Shares, James E. Fell, Jr. - 250 Surviving Common Shares, Michael F. Fell - 250 Surviving Common Shares, and Robert Hinojosa - 200 Surviving Common Shares.

**SECTION 4. AMENDMENT TO ARTICLES OF INCORPORATION.**

(a) The articles of incorporation of the Surviving Corporation shall be amended to change:

(1) the name of the Surviving Corporation to "Building Engineering-Consultants, Inc." and

(2) the number of authorized common shares of the Surviving Corporation shall be increased to 10,000 shares of common stock, without par value.

**SECTION 5. CONDITIONS.**

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the shareholders of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA, respectively, the respective articles of incorporation and the respective bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

**SECTION 6. FILING; EFFECTIVE TIME.**

If all of the conditions to the Merger set forth in Section 5 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 8 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("*Articles of Merger*") meeting the requirements of the FBCA to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Corporation and the Merging Corporation and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

**SECTION 7. FURTHER ASSURANCES.**

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges, and franchises of the Merging Corporation, the officers of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

**SECTION 8. TERMINATION AND AMENDMENT.**

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Corporation and the board of directors of the Surviving Corporation, whether before or after the approval of this Agreement by the shareholders of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of the Merging Corporation or the Surviving Corporation, which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

**SECTION 9. CONSTRUCTION OF TERMS.** All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

**SECTION 10. GOVERNING LAW.** This Plan shall be governed by the laws of the State of Florida.

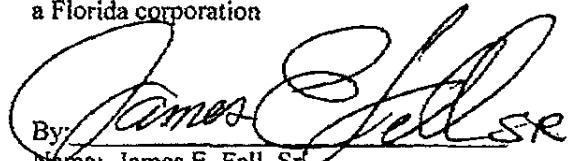
**SECTION 11. COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]




IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Plan to be duly executed on its behalf by its authorized representatives, as of the date first above written.

**BUILDING ENGINEERING AND CONSULTING,  
INCORPORATED,**  
a Florida corporation

By:   
Name: James E. Fell, Sr.  
Title: President

**BUILDING TECHNOLOGY  
CONSULTANTS, INC.,**  
a Florida corporation

By:   
Name: Michael F. Fell  
Title: President