

# P97000034320

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## MERGER OR SHARE EXCHANGE

Titan Metal Service, Inc.

Certificate of Status	0
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**ARTICLES OF MERGER**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

These ARTICLES OF MERGER (the "Articles") are made and entered into this 14th day of July, 2011, by and between Gladiator, LLP, a Florida limited liability partnership (the "LLP"), and Titan Metal Service, Inc., a Florida corporation (the "Corporation").

**WITNESSETH:**

**WHEREAS**, the Board of Directors of the Corporation and the managers and partners of the LLP deem it advisable and in the best interests of the Corporation and the LLP, respectively, and their stockholders and partners, respectively, that the LLP be merged with and into the Corporation pursuant to the provisions of Section 607.1108, Florida Statutes, and Section 620.8916, Florida Statutes, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger.

**NOW, THEREFORE**, the Corporation and the LLP, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that the LLP be merged with and into the Corporation pursuant to Section 607.1108, Florida Statutes, and Section 620.8916, Florida Statutes, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger.

These Articles are filed pursuant to Section 607.1109, Florida Statutes, and Section 620.8918, Florida Statutes. Pursuant to Chapter 607, Florida Statutes, and Chapter 620, Florida Statutes, at the Effective Time (as defined herein), the LLP shall be, and it hereby is, merged with and into the Corporation (the "Merger") with the Corporation as the surviving entity of the Merger.

**ARTICLE I  
PARTIES TO THE MERGER; PLAN OF MERGER**

The Agreement and Plan of Merger (the "Plan of Merger") for the Merger is attached hereto as Exhibit A. The parties to the Merger are Gladiator, LLP, which is a Florida limited liability partnership, and Titan Metal Service, Inc., which is a Florida corporation. The Corporation shall be the surviving entity of the Merger. **GP0400002531**  
**P97000034320**

**ARTICLE II  
APPROVAL OF MERGER**

The Plan of Merger was approved by the Corporation in accordance with the applicable provisions of Chapter 607, Florida Statutes and was approved by the LLP in accordance with the applicable provisions of Chapter 620, Florida Statutes.

**ARTICLE III  
EFFECTIVE DATE**

These Articles of Merger and the Merger shall be effective simultaneously with the filing of these Articles of Merger with the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida in connection herewith (the "Effective Time").

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed as of the day and year first above written.

GLADIATOR, LLP

By: 

Christopher Bush, Managing Partner

By: 

Matthew Rossi, Managing Partner

TITAN METAL SERVICE, INC.

By: 

Christopher Bush, President

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TALLAHASSEE, FLORIDA

**EXHIBIT A**

**Agreement and Plan of Merger**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**GLADIATOR, LLP,**  
a Florida limited liability partnership,

**AND**

**TITAN METAL SERVICE, INC.,**  
a Florida corporation

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated July 14, 2011, is made and entered into by and between GLADIATOR, LLP, a Florida limited liability partnership (the "LLP"), and TITAN METAL SERVICE, INC., a Florida corporation (the "Corporation").

**WITNESSETH:**

**WHEREAS**, the LLP and the Corporation are affiliates, in that the owners of the LLP hold ownership in the Corporation and the LLP in equal proportion;

**WHEREAS**, such owners have determined that it is no longer necessary or expedient to maintain a separation of the business and activities of each of the LLP and the Corporation;

**WHEREAS**, the managers and partners of the LLP, and the Board of Directors of the Corporation, have each approved the merger of the LLP with and into the Corporation (the "Merger") upon the terms and conditions set forth in this Agreement;

**WHEREAS**, the LLP and the Corporation desire hereby to set forth the terms and conditions for the consummation of the Merger, following which the Corporation shall be the surviving entity (sometimes hereinafter in such capacity, the "Survivor");

**WHEREAS**, the managers and partners of the LLP and the stockholders of the Corporation have each approved of this Agreement and the consummation of the Merger; and

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

**ARTICLE I**  
**THE MERGER; EFFECTIVE TIME**

1.1 **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement and the laws of the State of Florida, at the Effective Time (as defined herein), the LLP shall merge with and into the Corporation, whereupon the separate existence of the LLP shall cease, and the Corporation shall be the surviving entity of the Merger. The Corporation

shall cause to be filed Articles of Merger (the "Articles") duly executed by each of the Corporation and the LLP with the Department of State of the State of Florida.

1.2 Effective Time. The Merger shall be effective simultaneously with the filing of the Articles of Merger with the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida in connection therewith (the "Effective Time").

1.3 Continuation. The Corporation as the surviving entity shall continue its existence as a corporation under the laws of the State of Florida.

## ARTICLE II ARTICLES OF INCORPORATION

The Articles of Incorporation of the Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Survivor, until duly amended as provided therein or by applicable law.

## ARTICLE III DIRECTOR AND OFFICERS

The directors and officers of the Corporation at the Effective Time shall be the directors and officers, respectively, of the Survivor on and after the Effective Time until expiration of their current terms and until their successors are elected and qualified, or their prior resignation, removal or death, subject to the Bylaws and Articles of Incorporation of the Corporation and subsequent actions by the directors or officers of the Survivor.

## ARTICLE IV EFFECT OF THE MERGER ON PARTNERSHIP INTERESTS IN LLP AND STOCK OF CORPORATION

4.1 Cancellation of Partnership Interests in LLP. At the Effective Time, all partnership interests in the LLP outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled.

4.2 Shares of Stock of the Corporation. At the Effective Time, each share of stock of the Corporation outstanding immediately prior to the Merger shall be unaffected by the Merger and shall remain outstanding as a share of stock in the Corporation.

## ARTICLE V MISCELLANEOUS AND GENERAL

5.1 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement approved by the Board of Directors of the Corporation and the managers and partners of the LLP and executed and delivered by duly authorized officers of the Corporation and the managers and partners of the LLP, subject to the approval of the managers and partners of the LLP.

5.2 **Counterparts.** This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

5.3 **Governing Law.** This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof.

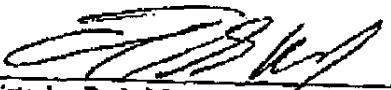
5.4 **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[Signature Page Follows]



IN WITNESS WHEREOF, each party hereto has caused this Agreement and Plan of Merger to be executed as of the date first above written.

GLADIATOR, LLP

By:   
Christopher Bush, Managing Partner

By:   
Matthew Rossi, Managing Partner

TITAN METAL SERVICE, INC.

By:   
Christopher Bush, President

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