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MERGER OR SHARE EXCHANGE

Tacom Merger Corp.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
TACOM CORP.
(a Florida corporation)
WITH AND INTO
TACOM MERGER CORP.
(a Texas corporation)

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act, as amended (the "FBCA") and the applicable provisions of the Texas Business Corporation Act (the "TBCA"), TACOM CORP., a Florida corporation (the "*Disappearing Corporation*"), and TACOM MERGER CORP., a Texas corporation (the "*Surviving Corporation*"), hereby adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Section 607.1107 of the FBCA and the applicable provisions of the TBCA.

ARTICLE I

The exact name, street address of its principal office, jurisdiction, and entity type for each corporation that is a party to the merger is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Tacom Corp. 13124 Trinity Dr. Stafford, Texas 77477 Florida Document Number: P98000013162 FEI Number: 411907327	Florida	Corporation
Tacom Merger Corp. 13124 Trinity Dr. Stafford, Texas 77477	Texas	Corporation

ARTICLE II

The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Tacom Merger Corp. 13124 Trinity Dr. Stafford, Texas 77477	Texas	Corporation

ARTICLE III

The attached Agreement and Plan of Merger meets the requirements of Section 607.1108 of the FBCA, and was approved by the Disappearing Corporation in accordance with the applicable sections of the FBCA.

ARTICLE IV

The attached Agreement and Plan of Merger was approved by the Surviving Corporation in accordance with the laws under which the Surviving Corporation was incorporated.

ARTICLE V

The Surviving Corporation hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of dissenting shareholders of the Disappearing Corporation.

ARTICLE VI

The Surviving Corporation agrees to pay dissenting shareholders of the Disappearing Corporation the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

ARTICLE VII

These Articles of Merger comply with and were executed in accordance with the laws under which each corporation that is a party to the merger was incorporated or organized.

ARTICLE VIII

The merger will become effective on December 1, 2004 at 12:01 (Central Standard Time).

IN WITNESS WHEREOF, the undersigned merging entities have caused these Articles of Merger to be executed as of the 1st day of December, 2004.

DISAPPEARING CORPORATION:

TACOM CORP.,
a Florida corporation

By: 

Roberto Contreras, Jr., President

SURVIVING CORPORATION:

TACOM MERGER CORP.,
a Texas corporation

By: 

Roberto Contreras, Jr., President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") dated as of December 1, 2004, is entered into by and between TACOM CORP., a Florida corporation ("the Disappearing Corporation"), and TACOM MERGER CORP., a Texas corporation (the "Surviving Corporation", together with the Disappearing Corporation, herein sometimes collectively referred to as the "Constituent Entities").

RECITALS

WHEREAS, the respective Board of Directors of the Disappearing Corporation and the Surviving Corporation deem it advisable and for the benefit of their respective entities and shareholders that the Constituent Entities be merged, with the Surviving Corporation being the surviving entity pursuant to the provisions of Article 5.01 of the Texas Business Corporation Act, as amended, (the "TBCA") and the provisions of the Florida Business Corporation Act, Chapter 607 of the Florida Statutes, and the other laws of the State of Florida, as amended (the "FBCA"); and

WHEREAS, no shareholder of the Constituent Entities will, as a result of the merger, become personally liable for the liabilities or obligations of any other person or entity.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger (as defined below), the mode of carrying the Merger into effect, the manner and basis of converting any ownership interests in the Disappearing Corporation into ownership interests in the Surviving Corporation and the canceling of all ownership interests of the Disappearing Corporation, the parties hereto agree, in accordance with the applicable provisions of the TBCA and FBCA, that the Constituent Entities shall be, and they hereby are, at the Effective Date and Time of the Merger (as defined below), merged into one surviving entity, being the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the Merger into effect:

ARTICLE I

SECTION 1.1 PARTIES TO THE MERGER. The names and addresses of the entities that are parties to the Merger, their forms, and the jurisdictions in which they are organized are as follows:

<u>Name and Address of Entity</u>	<u>State</u>	<u>Type of Entity</u>
Tacom Corp. 13124 Trinity Dr. Stafford, Texas 77477	Florida	Corporation
Tacom Merger Corp. 13124 Trinity Dr. Stafford, Texas 77477	Texas	Corporation

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SECTION 1.2 SURVIVING ENTITY. The Surviving Corporation shall be the only party to the Merger that shall survive the Merger.

SECTION 1.3 CROSS REFERENCES. The terms and conditions of the Merger are set forth in Articles II, III, IV, and V of this Agreement. The manner and basis of converting any evidences of ownership of the Disappearing Corporation into evidences of ownership, obligations, rights to purchase securities or other securities of the Surviving Corporation are set forth in Article IV of this Agreement.

ARTICLE II

SECTION 2.1 THE MERGER. In accordance with the applicable provisions of the TBCA and FBCA, at the Effective Date and Time of the Merger, the Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall be the sole surviving entity from the transaction (the "Merger"). Upon requisite shareholder adoption and approval of this Agreement, the appropriate officers and representatives of the Constituent Entities shall prepare, execute, deliver, and file such documentation, including Articles of Merger, with the Secretary of State of the State of Texas, and with such other governmental organizations, as may be necessary or appropriate in order to complete the Merger in the manner contemplated herein in accordance with the TBCA and FBCA.

SECTION 2.2 EFFECT OF THE MERGER. Except as herein specifically set forth, (i) the existence and identity of the Surviving Corporation, with all of its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and (ii) the separate existence and identity of the Disappearing Corporation, with all of its purposes, powers, franchises, privileges, rights and immunities, at and as of the Effective Date and Time of the Merger, shall be merged with and into that of the Surviving Corporation as the surviving entity and the Surviving Corporation shall be fully vested therewith, and the separate existence and identity of the Disappearing Corporation shall thereafter cease.

SECTION 2.3 EFFECTIVE TIME OF MERGER. The Merger shall become effective on December 1, 2004 at 12:01 PM (Central Standard Time). The date when the Merger shall become effective, pursuant to this Section 2.3, is herein referred to as the "Effective Date and Time of the Merger".

ARTICLE III

SECTION 3.1 CHARTER AND BYLAWS. The Articles of Incorporation and the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date and Time of the Merger, shall continue in full force and effect, and shall not be changed in any manner by the Merger.

SECTION 3.2 OFFICERS AND DIRECTORS. The officers and directors of the Surviving Corporation as in effect immediately prior the Effective Date and Time of the Merger shall be the officers and directors of the Surviving Corporation immediately after the Effective Date and Time of the Merger, until their respective successors are duly elected and qualified. For the avoidance of doubt, the officers and directors of the Disappearing Corporation, shall be deemed removed from such positions by virtue of the Merger.

SECTION 3.3 RIGHTS AND LIABILITIES. At the Effective Date and Time of the Merger, (i) the separate existence of the Disappearing Corporation shall cease; (ii) all rights, title and interests in and to all real estate and other property owned by the Disappearing Corporation shall be allocated to and vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon; (iii) all liabilities and obligations of the Disappearing Corporation shall be allocated to the Surviving Corporation, and the Surviving Corporation shall be the primary obligor therefor and, except as otherwise provided by law or contract, no other party to the Merger, other than an entity liable thereon at the Effective Date and Time of the Merger, shall be liable therefor; and (iv) the Surviving Corporation shall be substituted in any proceedings pending by or against the Disappearing Corporation.

ARTICLE IV

SECTION 4.1 CONVERSION OF COMMON STOCK. The manner and basis of converting the common stock of the Disappearing Corporation into common stock of the Surviving Corporation shall be as follows: (a) at the Effective Date and Time of the Merger, all of the shares of common stock of the Disappearing Corporation, the owners of whom are identical to the owners of the Surviving Corporation, shall automatically be canceled and retired and shall cease to exist and each certificate representing any of the common stock of the Disappearing Corporation shall cease to have any rights with respect thereto; (b) the shareholders of the Surviving Corporation shall not be issued any additional shares in the Surviving Corporation in exchange therefor.

ARTICLE V

SECTION 5.1 FEDERAL INCOME TAX TREATMENT. At the Effective Date and Time of the Merger, the Disappearing Corporation shall be treated as having reorganized into the Surviving Corporation in a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. The parties agree to report the Conversion consistent with this Section 5.1 for federal income tax purposes.

SECTION 5.2 FURTHER ASSURANCES. From time to time, if, as and when requested by the Surviving Corporation, or by its successors or assigns, the Disappearing Corporation shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation and its successors and assigns, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, all rights, title and interests to all real estate and other property referred to in Section 3.3 of Article III and otherwise to carry out the intents and purposes of this Agreement.

SECTION 5.3 FRANCHISE TAXES. Since none of the parties to this Agreement is submitting a certificate of good standing issued by the Comptroller of Public Accounts for purposes of the Merger, the Surviving Corporation will be responsible for all such fees and franchise taxes and the Surviving Corporation will be obligated to pay such fees and franchise taxes if the same are not timely filed.

ARTICLE VI

SECTION 6.1 INTENTIONALLY DELETED.

SECTION 6.2 APPROVAL OF AGREEMENT. Subject to the provisions of Section 6.3 of this Article VI, this Agreement shall be submitted to the Board of Directors of the Disappearing Corporation and shareholders of the Surviving Corporation for adoption in accordance with the applicable provisions of the TBCA and FBCA, and the governing instruments of the Constituent Entities; and, if adopted by the vote or written consent of the Board of Directors and shareholders of the Disappearing Corporation and the shareholders of the Surviving Corporation as so provided, shall be made effective as soon as practicable thereafter in the manner provided in Section 2.3 of Article II hereof and in accordance with the applicable provisions of the TBCA and FBCA.

SECTION 6.3 AMENDMENT. The Disappearing Entities and the Surviving Entity may, by mutual consent of their respective Board of Directors, shareholders, partners or members, at any time prior to filing Articles of Merger and Certificate of Merger with the Secretary of State of the State of Texas, amend, modify, supplement and interpret this Agreement in such manner as may be approved by their respective Board of Directors, shareholders, partners or members in writing; *provided, however*, that no such amendment or modification shall, without approval of their respective owners, (i) alter or change the rights to be received in exchange for, or on conversion of, all or any of the ownership interests in any of the Constituent Entities, (ii) alter or change any term of the Articles of Incorporation and the Bylaws of the Surviving Entity, or (iii) alter or change any of the terms and conditions of this Agreement, if such alteration or change would adversely affect the owners of any of the Constituent Entities.

SECTION 6.4 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

SECTION 6.5 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Constituent Entities have executed this Agreement as of the date first above written.

DISAPPEARING ENTITY:

TACOM CORP.,
a Florida corporation

By: 

Roberto Contreras, Jr., President

SURVIVING CORPORATION:

TACOM MERGER CORP.,
a Texas corporation

By: 

Roberto Contreras, Jr., President