

P99000049921

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

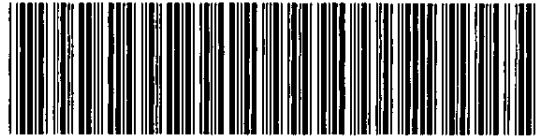
(Document Number)

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FILED

07 OCT 12 PM 9:16

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

mayor

SL



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 5, 2007

CORA M. SUPAN  
MTX OF SOUTHWEST FLORIDA, INC.  
5035 E. BUSCH BLVD, SUITE 1 B  
TAMPA, FL 33617

SUBJECT: MTX OF SOUTHWEST FLORIDA INC.  
Ref. Number: P99000049921

We have received your document for MTX OF SOUTHWEST FLORIDA INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6908.

Sylvia Gilbert  
Document Specialist

Letter Number: 307A00052863

RECEIVED  
2007 OCT 11 AM 8:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** MTX OF SOUTHWEST FLORIDA, 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:

CORA M. SUPAN

(Contact Person)

MTX OF SOUTHWEST FLORIDA, INC.

(Firm/Company)

5035 E. BUSCH BLVD. STE 1 B

(Address)

TAMPA, FL 33617

(City/State and Zip Code)

For further information concerning this matter, please call:

CORA M. SUPAN

(Name of Contact Person)

At ( 813 ) 202-8298

(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

## 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.

**FILED**  
07 OCT 12 PM 9:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MTX OF SOUTHWEST FLORIDA, INC.	FLORIDA	P99000049921

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PAN WORLD RESOURCES CORP.	FLORIDA	P97000087312
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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** Oct. 8, 2007 (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 11/1/2007.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ 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 11/1/2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

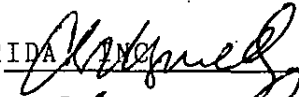
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

MTX OF SOUTHWEST FLORIDA INC



CORA M. SUPAN

PAN WORLD RESOURCES CORP



CORA M. SUPAN

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## **MERGER AGREEMENT**

THIS STOCK PURCHASE AND MERGER AGREEMENT (the "AGREEMENT"), is made and entered into this 08TH day of October, 2007, by and between Pan World Resources, Corp. a Florida Corporation with an address of Tampa, Fl. ("SELLER") and MTX of Southwest Florida Inc. the surviving Corporation, an Florida Corporation, with an address of Tampa, Florida ("BUYER").

### **BACKGROUND:**

WHEREAS, PAN WORLD RESOURCES, CORP. desires to merge all the Interest to MTX OF SOUTHWEST FLORIDA, INC. and MTX OF SOUTHWEST FLORIDA, INC. desires to purchase all of the Shares from PAN WORLD RESOURCES, CORP. upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, representations and warranties herein contained, the parties hereto, intending to be legally bound by the terms hereof, covenant and agree as follows:

- I      Sale and Merger of the Company Assets;
  - A.      Subject to the terms and condition contained herein, PAN WORLD RESOURCES, CORP., in reliance upon the representations and warranties of MTX contained herein, hereby Sells to Buyer, and Buyer, in reliance upon the representations an warranties of Seller contained herein, hereby y purchases from Seller, the Shares.
  - B.      The merger of the stocks shall become effective on October 8th, 2007, and all filed with the Florida Department of State.
- II      The Adoption of the merger by the MTX of Southwest Florida Inc. the surviving corporation should be no later than November 1, 2007.
- III      The Plan of merger was adopted by the shareholders of the merging Corporation on October 8<sup>th</sup>, 2007.
- IV      Representations, Warranties and Covenants of Seller.

The stockholders of Pan World Resources Corp. Hereby represent, Warrants and Covenants to MTX of Southwest Florida Inc. that:

A. Pan World Stockholders has full power and authority to enter into this Agreement and to transfer the Shares to the Buyer upon the terms and conditions set forth herein, and to vest good and marketable title to the shares in Buyer, and upon the sale and delivery of the Interest on the date hereof, good and marketable title thereto, free of any pledges, claims, liens, assessments, encumbrances or restrictions of any nature whatsoever, shall pass to and vest in MTX of Southwest Florida Inc.

B. To the best of Pan World Resources Corp. knowledge, there is no suit, action, arbitration, administrative or other proceeding or governmental investigation pending, or to Pam World Resources Corp. knowledge threatened, against the Corporation, which in any manner or respect could adversely affect Pan World Resources Corp. ability to merge the Interest to MTX of Southwest Florida Inc. in accordance with the terms of this Agreement.

C. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby in the manner herein provided will:

1. Violate, be in conflict with, constitute a default under, cause the acceleration of any payments pursuant to, or otherwise impair the validity and effectiveness of any Agreement to which the Corporation or the Pan World Resources Corp. is a party; or
2. Violate, any provision of law, rule, regulation, order or permit to which the Corporation or the Pan World Resources Corp. is subject or by which Pan World Resources Corp. is bound.

D. No representation or warranty of the Seller in this Agreement nor any document, statement or certificate furnished or to be furnished to the MTX of Southwest Florida, Inc. pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit so state a material fact necessary to make the statements contained within not misleading.

E. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly approved by all necessary action on the part of Pan World Resources Corp..

#### IV Survival of representations, Warranties, and Covenants.

All representations, warranties and covenants made by Pan World Resources Corp. in this Agreement or pursuant hereto shall survive the Closing hereunder notwithstanding

V Survival of representations, Warranties, and Covenants.

All representations, warranties and covenants made by Pan World Resources Corp. in this Agreement or pursuant hereto shall survive the Closing hereunder notwithstanding any investigation made by or on behalf of the MTX of Southwest Florida Inc. prior to or after the Closing.

VI Brokerage; Expenses.

Pan World Resources Corp. and the MTX of Southwest Florida Inc. represents, warrant and covenant that all negotiations relative to this Agreement have been carried on by them directly without the intervention of any other person and Pan World Resources Corp. will indemnify MTX of Southwest Florida Inc. and/or the Corporation and hold each of them harmless against and in respect of any claim for brokerage or other fees or commissions relative to this Agreement or the transactions contemplated hereby. MTX of Southwest Florida Inc. agrees similarly to indemnify Pan World Resources Corp. as to any such claims made by any person, firm or corporation claiming through MTX of Southwest Florida Inc. Except as otherwise expressly provided in this Agreement, Pan World Resources Corp and MTX of Southwest Florida Inc. agree to bear their respective connection with this Agreement or the transactions contemplated hereby.

VII Contents of Agreement.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and shall not be amended or terminated except by written instrument duly executed by each of the parties hereto. Any and all previous agreements or understandings between the parties regarding the subject matter hereof are superseded in their entirety by this agreement.

VIII Binding Effect and Assignees.

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by each of the parties and their respective heirs, personal representatives, successors and assigns. Neither MTX of Southwest Florida Inc. nor Pan World Resources Corp. shall assign their respective rights nor delegate their respective obligations hereunder to any person without the prior written consent of the other party hereto.



IX Notices.

All Notices, requests, demands, waivers, consents, approvals, or other communications which are required or permitted hereunder shall be in writing and delivered personally or by registered or certified mail, postage prepaid.

X Florida Law to Govern.

This Agreement shall be governed as to its validity, interpretation and effect by the laws of the State of Florida.

XI Section Headings.

All section headings herein have been inserted for convenience of reference only and shall in no way be modify or restrict by any of the terms or provisions hereof.

XII Exhibits.

All Exhibits referred to in this Agreement are intended to be and are hereby specifically incorporated by references herein.

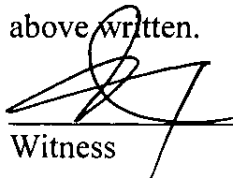
XIII Further Actions and Assurances.

The parties hereto shall execute and deliver such additional documents and shall cause such further and additional actions to be taken, either before or after the date hereof, which may be required or, in the judgement of MTX of Southwest Florida Inc. , necessary or desirable to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

XIV Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of such counterparts together shall constitute but on and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
MTX of Southwest Florida Inc.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Pan World Resources, Corp.