

V63867

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Handwritten signature and date: 3/21

Marina Barturen • Attorney-at-Law

March 14, 2011

Ms. Karen Gibson
Amendment Section Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: W. Krekeler Construction, Inc. Document Number: V63867
merger with
W. Krekeler Construction, Inc. Document Number: P08000103624

Dear Ms. Gibson,

Pursuant to our telephone conversation of today's date, attached please find the following:

1. Reinstatement Form for W. Krekeler Construction, Inc.,
dissolved on October 4, 2002
2. Form # 19: Profit Corporation Merger with Other Corporation

As you may recall, the old W. Krekeler Construction, Inc. needs to merge with the new W. Krekeler Construction, Inc., both of which are entities with one Shareholder/Officer/Director, Mr. William Krekeler, for both companies. To that end, I have enclosed a check in the amount of \$2,100.00 for the reinstatement of the old company, currently inactive under Document Number: V63867 (surviving entity) and the merger form to merge that company with the currently active W. Krekeler Construction, Inc., Document Number: P08000103624 together with a check in the amount of \$70.00.

I trust that you will find everything to be in order. Please feel free to call upon me should you have any questions or concerns.

With kind regards, I remain

Very Truly Yours,



Marina Barturen

100 South East 2nd Street • Suite 2610 • Miami, Florida 33131 • Telephone: (305) 423 - 3500

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: W. Krekeler Construction, 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:

Marina Barturen, Esquire
Contact Person

The Law Offices of Marina Barturen
Firm/Company

100 SE 2nd Street, Suite 2610
Address

Miami, Florida 33131
City/State and Zip Code

barturenlaw@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Marina Barturen, Esquire At (305) 423-3500
Name of Contact Person 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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Second: The name and jurisdiction of each merging corporation:

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 / / (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 February 1, 2011

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 February 1, 2011.

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

W. Krekeler Construction, Inc. William Krekeler

William Krekeler, President/Director

W. Krekeler Construction, Inc. 

William Krekeler, President/Director

1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 11000 12000 13000 14000 15000 16000 17000 18000 19000 20000 21000 22000 23000 24000 25000 26000 27000 28000 29000 30000 31000 32000 33000 34000 35000 36000 37000 38000 39000 40000 41000 42000 43000 44000 45000 46000 47000 48000 49000 50000 51000 52000 53000 54000 55000 56000 57000 58000 59000 60000 61000 62000 63000 64000 65000 66000 67000 68000 69000 70000 71000 72000 73000 74000 75000 76000 77000 78000 79000 80000 81000 82000 83000 84000 85000 86000 87000 88000 89000 90000 91000 92000 93000 94000 95000 96000 97000 98000 99000 100000

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Figure 1

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

[illegible]

Figure 1. The effect of the number of trials on the mean number of correct responses. The number of correct responses increased with the number of trials. The error bars represent the standard error of the mean.

Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

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45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

Jurisdiction

W. Krekeler Construction, Inc.

Miami-Dade County, Florida

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

Name

Jurisdiction

W. Krekeler Construction, Inc.

Miami-Dade County, Florida

Third: The terms and conditions of the merger are as follows:

See attached Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER

Among

W. KREKELER CONSTRUCTION, INC.
a Florida corporation, incorporated in 1992

AND

W. KREKELER CONSTRUCTION, INC.
a Florida corporation, incorporated in 2008

THIS PLAN OF MERGER ("Agreement") is dated as of February 1, 2011, among W. KREKELER CONSTRUCTION, INC., a Florida corporation, to be the surviving entity incorporated in 1992 (hereinafter referred to as "Surviving Entity"), and W. KREKELER CONSTRUCTION, INC., a Florida corporation incorporated in 2008 (hereinafter referred to as "Merging Entity").

RECITALS

A. The Surviving Entity, a Florida for profit corporation, has an authorized capitalization of 1,000 shares of common stock par value \$1.00 per share with one thousand shares issued and outstanding and owned by William Krekeler on the date hereof.

B. The Merging Entity, a Florida for profit corporation established in 2008 has an authorized capitalization of 1,000 shares of common stock, par value \$1.00 per share ("Common Stock"), of which 1,000 shares are issued and outstanding on the date hereof, all of which are owned by William Krekeler.

C. The respective Boards of Directors of the Surviving Entity and the Merging Entity have determined that it is advisable that the companies be merged with and into each other and that the Surviving Entity, incorporated in 1992, continue as the surviving corporation in the Merger, pursuant and subject to the terms and conditions of this Agreement and applicable law and as the shareholder of both entities is the same person and the shareholder has approved the merger.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), the Surviving Entity shall be merged with and into the Merging Entity. As a result of the Merger, the separate existence of W. KREKELER CONSTRUCTION, INC. incorporated in 2008 shall cease and be merged into W. KREKELER CONSTRUCTION, INC., incorporated in 1992 and now reinstated, shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of the Surviving Entity and the Merging Entity shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Surviving Entity and the Merging Entity shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger the Articles of Incorporation and Bylaws of the Surviving Entity, as in effect immediately prior to the Effective Time of the Merger, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, provided that such Articles shall be amended as provided in SECTION 1.5 hereof, and the officers and directors of the Merging Entity immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

1.5 AMENDMENT TO THE SURVIVING CORPORATION'S ARTICLES OF INCORPORATION.

(a) At the Effective Time of the Merger, the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows:

"VOTE OF STOCKOLDERS OF W. KREKELER CONSTRUCTION, INC.
TO APPROVE CERTAIN ACTIONS"

(i) Any act or transaction by or involving the Corporation other than the election or removal of directors of the Corporation that requires for its adoption under the Florida Business Corporations Act or these Articles of Incorporation the approval of the Corporation's shareholders shall require, in addition, the approval of the shareholders of the Merging Entity (or any successor by merger), by the same vote as is required by the Florida Business Corporations Act and/or by these Articles of Incorporation."

"NUMBER OF OUTSTANDING SHARES"

(ii) The number of shares of stock that this corporation is authorized to have outstanding at any one time is 2,000 shares.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 EFFECT ON CAPITAL STOCK. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Surviving Entity, the Merging Entity, or the holders of securities of any of the foregoing:

(a) CONVERSION OF W. KREKELER CONSTRUCTION, INC. CAPITAL STOCK. Each certificate representing the Surviving Entity's Common Stock or the Merging Entity's Common Stock immediately prior to the Effective Time of the Merger shall be deemed, without the need for any exchange or transfer, to represent the same number of shares of the Surviving Entity at a par value of \$1.00 per share of the Surviving Entity.

2.2 STOCK TRANSFER BOOKS. At the Effective Time of the Merger, the stock transfer books for the shares of the Merging Entity's Common Stock pursuant to SECTION 2.1 (a) hereof shall be deemed closed, and no transfer of such shares shall thereafter be made or consummated.

2.3 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a re-organization within the meaning of Section 368(a) of the Code.

ARTICLE III ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT OF THE MERGING ENTITY AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the Surviving Entity's Board of Directors will consist of the persons serving as directors of the Surviving Entity immediately prior to the Effective Time of the Merger.

ARTICLE IV CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of the Surviving Entity to the extent, but only to the extent, required by applicable law.

(b) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(c) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V
TERMINATION, AMENDMENT AND WAIVER

5.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the stockholders of the Surviving Entity and the Merging Entity (to the extent such approval is required):

(a) by mutual written consent of the Surviving Entity and the Merging Entity; or

(b) by either the Surviving Entity or the Merging Entity if any required approval of the stockholders of the Surviving entity or the Merging Entity shall not have been obtained.

When action is taken to terminate this Agreement pursuant to this SECTION 5.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

5.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either the Surviving Entity or the Merging Entity as provided in SECTION 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Surviving Entity, the Merging Entity, or their respective officers or directors.

5.3 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the stockholders of the Surviving Entity and the Merging Entity (to the extent such approval is required); PROVIDED THAT after any such stockholder approval, no amendment shall be made which by law requires the further approval of stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

6.1 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.2 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.3 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

6.4 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

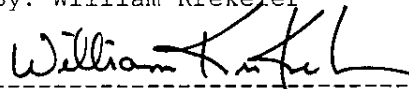
6.5 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.6 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF, W. KREKELER CONSTRUCTION, INC., the
Surviving Entity, and W. KREKELER CONSTRUCTION, INC., the Merging
Entity, have caused this Agreement to be executed and delivered by
their respective officers thereunto duly authorized, all as of the date
first written above.

W. KREKELER CONSTRUCTION, INC.
Surviving Entity,
incorporated in 1992

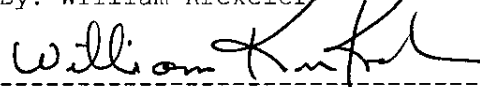
By: William Krekeler



Name: William Krekeler
Title: President

W. KREKELER CONSTRUCTION, INC.
Merging Entity,
incorporated in 2008

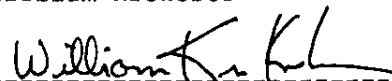
By: William Krekeler



Name: William Krekeler
Title: President

I, William Krekeler, Secretary of W. KREKELER CONSTRUCTION,
INC., hereby certify that this Agreement has been adopted by W.
KREKELER CONSTRUCTION, INC. pursuant to ss.607.11045 of the Florida
Business Corporations Act and all of the conditions specified in
subsection (3) of ss.607.11045 of the Florida Business
Corporations Act have been satisfied.

W. KREKELER CONSTRUCTION, INC.
William Krekeler



William Krekeler,
President and Secretary for
Surviving Entity and Merging Entity