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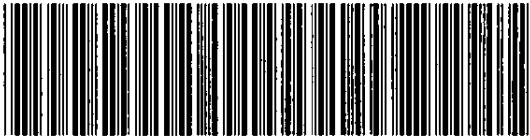
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TB JAN - 8 2010

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MCON Management, 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:

Chris Rogers
Contact Person

Mitchell Williams Law Firm
Firm/Company

5414 Pinnacle Point Drive, Suite 500
Address

Rogers, AR 72758
City/State and Zip Code

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

For further information concerning this matter, please call:

Chris Rogers
Name of Contact Person

At (479) 464-5651
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.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MCON Management, Inc.	Florida	P10000001431

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MCON Management, Ltd.	Arkansas	

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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 1 / 4 / 10 (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 1/4/10.

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 12/30/09.

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

MCON Management, Ltd.

Bobby L. Martin

Bobby L. Martin, President

MCON Management, Inc.

Bobby L. Martin

Bobby L. Martin, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into on January 4, 2010, by and between **MCON MANAGEMENT, LTD.**, an Arkansas corporation (MCON Arkansas”), and **MCON MANAGEMENT, INC.**, a Florida corporation (“MCON Florida”). MCON Arkansas and MCON Florida are hereinafter sometimes collectively referred to as the “Constituent Corporations,” and MCON Florida is hereinafter sometimes referred to as the “Surviving Corporation.”

RECITALS:

A. The Board of Directors and shareholders of MCON Arkansas have determined that it is advisable and in the best interests of MCON Florida and its shareholders to change the jurisdiction of incorporation of MCON Arkansas from the State of Arkansas to the State of Florida.

B. In order to effectuate the change of jurisdiction of incorporation, the Board of Directors of MCON Arkansas has deemed it advisable and in the best interests of MCON Arkansas and its shareholders that MCON Arkansas be merged with and into MCON Florida (the “Merger”) on the terms and in accordance with the provisions of this Agreement and Plan of Merger (the “Agreement”).

C. In order to effectuate the change of jurisdiction of incorporation, the Board of Directors of MCON Florida has deemed it advisable and in the best interests of MCON Florida and its shareholders that MCON Arkansas be merged with and into MCON Florida on the terms and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals and the respective covenants and agreements of the parties set forth in this Agreement, each of the parties agrees as follows:

ARTICLE I **The Merger**

1.1 **Manner of the Merger.**

(a) Subject to the terms and conditions set forth in this Agreement, on the Effective Date of the Merger (as such term is hereinafter defined), MCON Arkansas shall be merged with and into MCON Florida, and MCON Florida shall be the surviving corporation of the Merger. The corporate existence of MCON Florida with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and, as the Surviving Corporation, MCON Florida shall be governed by the laws of the State of Florida and succeed to all of the rights, assets, liabilities and obligations of MCON Arkansas as set forth in the Florida Business Corporation Act

(the "Florida Act") and the Arkansas Business Corporation Act (the "Arkansas Act"). The separate existence and corporate organization of MCON Arkansas shall cease upon the Effective Date of the Merger and thereafter MCON Florida shall continue as the Surviving Corporation under the laws of the State of Florida under the name "MCON Management, Inc."

(b) The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all of the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Corporations and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all of the assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations existing immediately prior to the Effective Date. The title to any real estate or any interest therein, vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger.

1.2 Articles of Incorporation, Bylaws and Management of the Surviving Corporation.

(a) The Articles of Incorporation of MCON Florida as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until they shall thereafter be modified, altered, amended or repealed in accordance with law or such Articles of Incorporation of the Surviving Corporation.

(b) The Bylaws of MCON Florida as in effect immediately prior to the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until they shall thereafter be modified, altered, amended or repealed in accordance with law, the Articles of Incorporation of the Surviving Corporation or such Bylaws of the Surviving Corporation.

(c) The directors and officers of MCON Florida immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation, subject to the provisions of the Surviving Corporation's Articles of Incorporation and Bylaws as to their terms of office, removal, election of successors and otherwise.

1.3 Status and Conversion of Shares. The manner of converting the shares of the Constituent Corporations shall be as follows:

(a) On the Effective Date of the Merger, each of the following events shall be deemed to occur simultaneously:

(i) Each share of common stock, no par value per share (the "MCON Arkansas Common Stock"), of MCON Arkansas issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, thereupon be converted into One (1) share of the common stock, par value \$0.0001 per share, of the Surviving Corporation (the "MCON Florida Common Stock").

(ii) Each share of Common Stock held in MCON Arkansas' treasury immediately prior to the Effective Date of the Merger shall become authorized but unissued shares of MCON Florida Common Stock.

(iii) Each share of MCON Florida Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall be automatically and without any action on the part of the holder thereof, be purchased and redeemed by MCON Florida for a cash purchase price of One Dollar (\$1.00) per share.

(b) Subject to Section 1.3(c) hereof, each share of MCON Arkansas capital stock issued and outstanding immediately prior to the Effective Date of the Merger shall on and after the Effective Date of the Merger be deemed for all corporate purposes to evidence ownership of the whole number of shares of MCON Florida Common Stock into which such shares have been converted pursuant to Section 1.3(a)(i) above. MCON Florida shall not be required to issue, and no certificates shall be issued, for a fraction of a share of MCON Arkansas capital stock to any shareholder of MCON Arkansas in respect of fractional interests.

(c) After the Effective Date of the Merger, each holder of record of an outstanding certificate or certificates representing shares of MCON Arkansas capital stock may surrender such certificate or certificates to MCON Florida and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of MCON Florida Common Stock into which the shares of MCON Arkansas capital stock theretofore represented by the certificate or certificates so surrendered shall have been converted. As soon as practicable after the Effective Date of the Merger, MCON Florida shall send to each such holder a notice and transmittal form for surrendering such certificates to it. Until certificates for shares of MCON Arkansas capital stock shall be surrendered and exchanged for certificates for shares of MCON Florida Common Stock, no dividend or other distributions, if any, payable to holders of record of MCON Arkansas capital stock as of any date subsequent to the Effective Date of the Merger shall be paid to the holders of such outstanding certificates of MCON Arkansas. Upon surrender and exchange of such outstanding certificates of MCON Arkansas, there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which may have become payable after the Effective Date of the Merger with respect to the number of whole shares of MCON Florida Common Stock represented thereby.

(d) If any certificate evidencing shares of MCON Florida Common Stock is to be issued in a name other than that in which the MCON Arkansas certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to MCON Florida any transfer or other taxes required by reason of the issuance of a certificate for shares of MCON Florida Common Stock in any name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of MCON Florida that such tax has been paid or is not payable.

1.4 **Effective Date of the Merger.** The Merger shall become effective upon the latter to occur of the filing of appropriate documents with (a) the Secretary of State of the State of Arkansas, (b) the Department of State of the State of Florida, and (c) January 4, 2010. The term "Effective Date" or "Effective Date of the Merger" as used in this Agreement shall mean the date and time at which the Merger becomes effective.

ARTICLE II **Conditions to the Merger**

2.1 **Conditions to the Merger.** The consummation of the Merger is subject to the satisfaction on or prior to the Effective Date of the following conditions:

(a) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of all of the shares of MCON Arkansas Common Stock outstanding on the record date fixed for determining the shareholders of MCON Arkansas entitled to vote thereon.

(b) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of all of the shares of MCON Florida Common Stock outstanding on the record date fixed for determining the shareholders of MCON Florida entitled to vote thereon.

(c) Articles of Merger shall have been filed by MCON Arkansas and MCON Florida with (i) the Secretary of State of the State of Arkansas and (ii) the Department of State of the State of Florida.

A R T I C L E I I I
Miscellaneous Provisions

3.1 **Governing Law.** Except to the extent that the laws of the State of Arkansas shall apply to the Merger, this Agreement shall be governed by, and shall be construed and interpreted in accordance, with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

3.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and arrangements, both oral and written, between the parties with respect to such subject matter. This Agreement may not be amended or modified in any manner, except by a written instrument executed by each of the parties after approval of any such amendment or modification by the respective Boards of Directors and shareholders of each of the Constituent Corporations.

3.3 **Benefits; Binding Effect.** This Agreement shall be for the benefit of, and shall be binding upon, the parties hereto and their respective heirs, personal representatives, executors, legal representatives, successors and assigns.

3.4 **Further Assurances.** Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

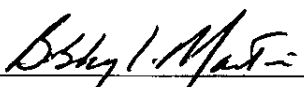
3.5 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

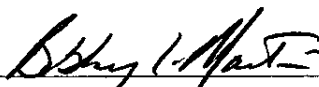
3.6 **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement on the date first written above.

MCON Management, Ltd.,
an Arkansas corporation

MCON Management, Inc.,
a Florida corporation

By: 
Bobby L. Martin, President

By: 
Bobby L. Martin, President