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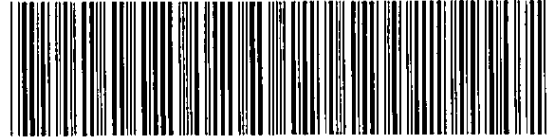
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merger
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A. RAMSEY
AUG 27 2024

CT CORP
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Tallahassee, FL 32312

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Name:	RESEARCH ENERGY OF OHIO, INC.
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ARTICLES OF MERGER OF
RESEARCH ENERGY OF OHIO, INC.,
A FLORIDA CORPORATION,
WITH AND INTO
BTS TOOL & SUPPLY CO., INC.,
A TEXAS CORPORATION

2024 AUG 26 AM 10:12

CLERK OF COURT

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), Blasters Tool & Supply Co., Inc., a Texas corporation ("BTS"), and Research Energy of Ohio, Inc., a Florida corporation ("REO"), do hereby adopt the following Articles of Merger:

FIRST: The corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are BTS and REO. The surviving corporation in the Merger is BTS.

SECOND: The plan of merger is set forth in the Plan of Merger by and between BTS and REO dated as of August 22, 2024. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 12:01 a.m. Eastern Standard Time on September 1, 2024 in accordance with the provisions of the Act (the "Effective Date").

FOURTH: The Plan of Merger was adopted by the board of directors and sole shareholder of BTS and by the board of directors and the sole shareholder of REO on August 22, 2024. The Plan of Merger was approved by REO in accordance with the applicable provisions of the Florida Business Corporation Act (the "Act") and was approved by BTS in accordance with the applicable provisions of Texas law.

FIFTH: The Articles of Incorporation of BTS shall serve as the Articles of Incorporation of the surviving corporation, until subsequently amended in accordance with applicable law.

SIXTH: The address of BTS is 1040 Commerce Way, Lawrenceburg, Kentucky 40342.

SEVENTH: BTS is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of REO.

EIGHTH: BTS has agreed to promptly pay to the dissenting shareholders of REO the amount, if any, to which they are entitled under Section 607.1302 of the Act.

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed effective as of the Effective Date.

BLASTERS TOOL & SUPPLY CO., INC.

By: 
Charles A. Harrod, President

RESEARCH ENERGY OF OHIO, INC.

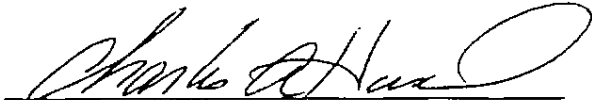
By: 
Charles A. Harrod, President

Exhibit A

Plan of Merger

[Attached]

PLAN OF MERGER
OF
RESEARCH ENERGY OF OHIO, INC.
(a Florida corporation)
WITH AND INTO
BLASTERS TOOL & SUPPLY CO., INC.
(a Texas corporation)

This PLAN OF MERGER (the "Plan") is made and entered into as of the 22nd day of August, 2024 by and between [i] **RESEARCH ENERGY OF OHIO, INC.**, a Florida corporation ("REO"), and [ii] **BLASTERS TOOL & SUPPLY CO., INC.**, a Texas corporation ("BTS").

WHEREAS, the Board of Directors of each of REO and BTS have determined that it is in the best interest of each of REO and BTS to enter into this Plan, pursuant to which REO would be merged with and into BTS; and

WHEREAS, the sole shareholder of each of REO and BTS has approved and adopted this Plan and have authorized its execution.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and undertakings herein contained, the parties hereby agree as follows:

ARTICLE 1
TERMS AND CONDITIONS OF MERGER

1.1 **Names of Entities.** The names of the merging entities are Research Energy of Ohio, Inc., a Florida corporation, and Blasters Tool & Supply Co., Inc., a Texas corporation.

1.2 **Merger.** Subject to the terms and conditions of this Plan, at the Effective Time (as defined below), REO shall be merged with and into BTS (the "Merger") in accordance with the provisions of Section 10.001 *et seq.*, of the Texas Business Organizations Code ("TBOC") and Section 607.1101 *et seq.*, of the Florida Business Corporation Act ("FBCA"). The effects of the Merger will be as provided in Section 10.007 of the TBOC and Section 607.1106 of the FBCA.

1.3 **Approvals.** This Plan was duly authorized and approved by each of REO and BTS in accordance with Section 10.151 of the TBOC and Section 607.1105 of the FBCA, as applicable.

1.4 **Manner and Basis of Conversion of Common Stock of REO.**

(a) At the Effective Time of the Merger and by virtue thereof without any action on the part of REO or BTS, each share of common stock of REO issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into and exchanged for .08 shares of BTS (8 shares of BTS in the aggregate).

(b) At the Effective Time of the Merger and by virtue thereof without any action on the part of REO or BTS, each share of common stock of BTS issued and outstanding immediately prior to the Effective Time of the Merger shall remain outstanding as validly issued, fully paid and nonassessable share of BTS as the surviving entity, and shall not be converted into any other securities, cash or other property in the Merger.

1.5 **Surviving Entity.** BTS shall be the surviving entity resulting from the Merger (the "**Surviving Entity**") and shall continue to be governed by the laws of the State of Texas. The separate existence and organization of REO shall cease at the Effective Time.

1.6 **Effective Time.** The Merger shall become effective at 12:01 a.m. Eastern Time on September 1, 2024 (the "**Effective Time**").

1.7 **Certificate and Articles of Merger; Additional Filings.** Pursuant to Section 10.151 of the TBOC, the Surviving Entity shall cause a certificate of merger executed by the Surviving Entity to be filed in the office of the Secretary of State of the State of Texas. Pursuant to Section 607.1105 of the FBCA, the Surviving Entity shall cause articles of merger executed by the Surviving Entity to be filed in the office of the Secretary of State of the State of Florida.. The Surviving Entity shall execute and deliver such other filings as may be necessary to update the records of BTS and REO and evidence the Merger in each jurisdiction in which BTS and REO are authorized to do business immediately prior to the Effective Time.

1.8 **Certain Effects of the Merger.** At the Effective Time, in addition to the effects otherwise provided by this Plan, and pursuant to the applicable provisions of the TBOC and the FBCA, BTS and REO shall become a single entity and the separate existence of REO shall cease. The Surviving Entity shall possess all of the rights, privileges, powers and franchises of both a public and private nature of REO, and all property, real, personal and mixed, and all debts due to REO, as well as all other things and causes of action belonging to REO, shall be vested in the Surviving Entity, and shall thereafter be the property of the Surviving Entity, and the title to any real property vested by deed or otherwise shall not revert or be in any way impaired. All rights of creditors and all liens upon any property of REO shall be preserved unimpaired, and all debts, liabilities and duties of REO shall at the Effective Time attach to and become obligations of the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

ARTICLE 2 GOVERNING DOCUMENTS; DIRECTORS AND OFFICERS

2.1 **Articles of Incorporation.** The Articles of Incorporation of BTS in effect immediately prior to the Effective Time of the Merger shall continue as the Articles of

Incorporation of BTS as the Surviving Entity after the Effective Time of the Merger until otherwise amended.

2.2 **Bylaws.** The Bylaws of BTS in effect immediately prior to the Effective Time of the Merger shall continue as the Bylaws of BTS as the Surviving Entity after the Effective Time of the Merger until otherwise amended.

2.3 **Directors and Officers.** The directors and officers of BTS shall be the directors and officers of the Surviving Entity until their death, resignation or removal, or until their successor is designated, appointed, or elected pursuant to the terms of the Articles of Incorporation and Bylaws of BTS.

ARTICLE 3 GENERAL PROVISIONS

3.1 **Governing Law.** This Plan shall be construed and interpreted in accordance with the laws of the State of Texas.

3.2 **Section Headings.** Section headings are used in this Plan for convenience only and are to be ignored in the construction of the terms of this Plan.

3.3 **Further Assurances.** If at any time BTS, as the surviving entity, shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in BTS any property or rights of REO, or otherwise carry out the provisions hereto, the proper officers and directors of REO and BTS as of the Effective Time, and thereafter the officers and directors of BTS as the Surviving Entity acting on behalf of the respective former companies, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in BTS as the Surviving Entity and otherwise carry out the provisions hereof.

3.4 **Termination.** On or before the Effective Time, the board of directors of BTS and of REO may terminate this Plan and declare it of no further force and effect.

3.5 **Entire Plan; Amendment.** This Plan constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. On or before the Effective Time, this Plan may be modified or amended only by a written instrument duly executed by all the parties hereto.

3.6 **Counterparts.** This Plan may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Plan, and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Plan and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Plan as to the parties and may be used in lieu of the original Plan for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

3.7 **Waiver.** Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Plan will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver by any party of any of the provisions of this Plan will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

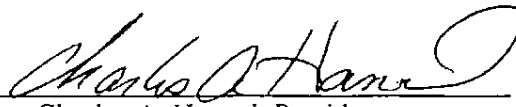
3.8 **Assignment.** Neither party shall assign or transfer, or attempt to assign or transfer, any of its rights or obligations under this Plan without the prior written consent of the other party.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first written above.

"BTS"

BLASTERS TOOL & SUPPLY CO., INC.

By: 
Charles A. Harrod, President

"REO"

RESEARCH ENERGY OF OHIO, INC.

By: 
Charles A. Harrod, President