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MERGER OR SHARE EXCHANGE
Q4 Holdings, Inc.

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**ARTICLES OF MERGER
OF
ALLIED SIMULATION, INC., A FLORIDA CORPORATION,
INTO
Q4 HOLDINGS, INC., A FLORIDA CORPORATION**

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ARTICLES OF MERGER between Allied Simulation, Inc., a Florida corporation ("Subsidiary") and Q4 Holdings, Inc., a Florida corporation ("Parent").

Under §§607.1104 and 607.1105 of the Florida Business Corporation Act (the "Act"), Q4 Holdings, Inc. and Allied Simulation, Inc., adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated December 20, 2017 ("Plan of Merger"), between Parent and Subsidiary was approved and adopted by all of the shareholders and all of the directors of Parent, on December 20, 2017. Director and Shareholder approval of Subsidiary is not required under §607.1104 of the Florida Statutes.
2. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
3. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be December 30, 2017.

IN WITNESS WHEREOF, the parties have set their hands on December 20, 2017.

Q4 Holdings, Inc., a Florida corporation

By: Brian Simpson
Brian Simpson, President

Allied Simulation, Inc., a Florida corporation

By: Brian Simpson
Brian Simpson, President

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EXHIBIT "A"

**AGREEMENT
AND PLAN OF MERGER OF
ALLIED SIMULATION, INC., A FLORIDA CORPORATION,
INTO
Q4 HOLDINGS, INC., A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated December 20, 2017 made by and among Q4 Holdings, Inc., a Florida corporation ("Parent"), and Allied Simulation, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESS:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth herein, in accordance with §607.1104 and §607.1107 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I
THE MERGER**

1. The term "Effective Date" shall mean December 30, 2017.
2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of Florida.
3. The Agreement and Plan of Merger has been approved by the Board of Directors of Parent in accordance with §607.1104 of the Act. The Shareholders of Parent have also approved this Agreement and Plan of Merger. There are no minority shareholders of the Subsidiary.

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ARTICLE II
EFFECT OF THE MERGER

At the Effective Date, Parent shall possess all the assets, rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act. The Officers and Directors of the Parent shall continue to serve the Parent and the Officers and Directors of the Subsidiary shall no longer hold offices.

ARTICLE III
TERMS OF THE TRANSACTION;
CANCELLATION OF SHARES

All of the issued and outstanding Shares of the Subsidiary shall be cancelled by virtue of the Merger and without any action by the Parent or Subsidiary, as of the Effective Date.

ARTICLE IV
ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE V
EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VI
AMENDMENT

The Directors of Parent may amend this Plan at any time before the filing with the Florida Department of State of the Articles of Merger to be filed in connection with this Plan. If the Articles of Merger already have been filed with the Department of State, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VII
TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the

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termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on December 20, 2017.

PARENT:

Q4 Holdings, Inc., a Florida corporation

By: 
Brian Simpson, President

SUBSIDIARY:

Allied Simulation, Inc., a Florida corporation

By: 
Brian Simpson, President