

# P15000086812

Florida Department of State  
Division of Corporations  
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11/21

**MERGER OR SHARE EXCHANGE**  
**Asset General Inc**

Certificate of Status	0
Certified Copy	0
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2019 NOV 21 7:10:23

R. WHITE  
JAN 10 2021

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Asset General, 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:

John L. Tomlinson, CPA  
Contact Person

Firm/Company

Address

City/State and Zip Code

JLTSRJ@Comcast.net  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person At ( 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

2019: 21 11:10:23

**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)
Asset General, Inc.	Florida	P15000086812

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
International Computing, Inc.	Florida	P07000124275
Predictive Logistics, Inc.	Florida	P15000085617

**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** 10 / 01 / 2019 (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.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**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 10/1/2019.

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 10/1/2019.

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)*



**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:

<u>Name</u>	<u>Jurisdiction</u>
Asset General, Inc.	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
International Computing, Inc.	Florida
Predictive Logistics, Inc.	Florida
_____	_____
_____	_____
_____	_____

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

Shareholders of International Computing, Inc. shall receive 3,000 shares of Asset General, Inc. for every one share they own in International Computing, Inc. International Computing, Inc. will be liquidated and terminated and all of its assets and liabilities shall be transferred to Asset General, Inc.

Shareholders of Predictive Logistics, Inc. shall receive one share of Asset General, Inc. for every one share they own in Predictive Logistics, Inc. Predictive Logistics, Inc. will be liquidated and terminated and all of its assets and liabilities shall be transferred to Asset General, Inc.

**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:

*(Attach additional sheets if necessary)*

((H190003412973))

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:

((H190003412972))

## **Agreement of Merger and Plan of Merger and Reorganization**

Agreement of Merger and Plan of Merger and Reorganization dated October 1, 2019 by and between PREDICTAIVE LOGISTICS, INC., a Florida Corporation (hereinafter called "PL"), INTERNATIONAL COMPUTING, INC., a Florida corporation (hereinafter called "IC") and ASSET GENERAL, INC., a Florida Inc. (hereinafter called "AG").

### **WHEREAS:**

1. The shareholder of IC, the shareholder of PL and shareholder of AG have resolved that IC and PL be merged and pursuant to the General Law of the State of Florida into AG, a corporation existing under the laws of the State of Florida, to wit, AG, which shall be the surviving corporation. IC and PL will be 100% owned by AG and be liquidated into AG. AG, PL and IC are each S Corporations under Federal and State income tax purposes and will file form 8869 Qualified Subchapter S Subsidiary Election to report the liquidation of IC into AG. The assets and liabilities of IC will be transferred into IC and IC will be terminated
2. The authorized capital of IC and PL consists of 100% ownership by Don Senerath.
3. The authorized capital stock consists of 10,000,000 shares of Common Stock with a par value of \$.0001 per share (hereinafter called "AG Common Stock"), 1,000 shares of which are issued and outstanding; and
4. The respective Shareholder of IC, PL and AG have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Law of the State of Florida that IC shall be, at the Effective Date (as hereinafter defined as October 1, 2019), merged (hereinafter called "Merger") into a AG a corporation existing under the laws of the State of Florida, to wit, AG will shall be the surviving entity, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

### **I. Stockholders' Meetings; Filings; Effects of Merger**

I.1 IC and PL Shareholder Meeting. IC and PL shall call a meeting of its Shareholder to be held in accordance with the business corporation Law of the State of Florida at the earliest practicable date, upon due notice thereof to its shareholder to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by IC and PL. On or before October 1, 2019, IC and PL shall adopt this Agreement in accordance with the General corporation Law of the State of Florida.

1.3 Certain Effects of Merger. On the Effective Date, the separate existence of IC and PL shall cease, and IC and PL shall be merged into AG which, as the surviving entity, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of IC and PL; and all and singular, the rights, privileges, powers, and franchises of IC and PL, and all property, real, personal, and mixed, and all debts due to IC and PL on whatever account, as well for stock subscriptions and all other things in action or belonging to and any and all interests in trademarks, patents, software know or unknown by IC and PL, shall be vested in the surviving entity; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the surviving entity as they were of IC and PL, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in IC and PL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of IC and PL shall be preserved unimpaired, and all debts, liabilities, and duties of IC and PL shall thenceforth attach to the surviving entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of IC and PL or the corresponding officers of the surviving entity, may, in the name of IC and PL, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the surviving entity may deem necessary or desirable in order to vest, perfect, or confirm in the surviving entity title to and possession of all IC's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

## 2. Name of surviving corporation:

2.1 The name of the surviving entity and corporation from and after the Effective Date shall be Asset General, Inc.

## 3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of IC and PL and the nature and amount of securities of AG which the holders of shares of IC and PL Common Stock are to receive in exchange for such shares are as follows:

3.1 Each share of ownership interest of IC which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into 3,000 fully paid shares of AG Common Stock, and the outstanding percentage representing ownership of IC Common Stock shall thereafter represent shares of AG Common Stock. Each share of ownership interest of PL which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid shares of AG Common Stock, and the outstanding percentage representing ownership of IC Common Stock shall thereafter represent shares of AG Common Stock. Such certificates may, but



need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the surviving entity.

Asset General, Inc.  
Shareholder Exchange Schedule  
October 1, 2019

Corporation	Shares Authorized	Shares Issued	Exchange Rate	Shares in Asset General
Asset General, Inc.	10,000,000	1,000,000		1,000,000
International Computing, Inc	1,000	1,000	3000 AG per IC	3,000,000
Predictive Logistics, Inc.	10,000,000	1,000,000	1 for 1	1,000,000
				<u>5,000,000</u>

3.2 IC and PL is owned 100% by AG as of the effective date.

4. Miscellaneous

4.1. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of IC and PL, if the Shareholder of IC or PL or of the surviving entity duly adopt a resolution abandoning this Agreement of Merger.

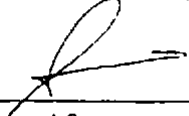
4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by International Computing, Inc., Predictive Logistics, Inc. and Asset General, Inc. all on the date first above written.

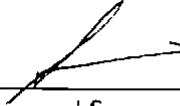
ATTEST: **International Computing, Inc.**

By:   
Its President and Secretary, Don Senerath

ATTEST: **Asset General, Inc.**

By:   
\_\_\_\_\_  
Its President and Secretary, Don Senerath

ATTEST: **Predicative Logistics, Inc.**

By:   
\_\_\_\_\_  
Its President and Secretary, Don Senerath