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Merger

1. *BLACKston Flooring, Inc.*
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

**SPECIAL
INSTRUCTIONS:**

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BLACKTON, 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:

ROBERT P. SALTSMAN, P.A.

Contact Person

ROBERT P. SALTSMAN, P.A.

Firm/Company

P.O. Box 2146, Winter Park, FL 32790

Address

Winter Park, FL 32790

City/State and Zip Code

kathryn@blacktoninc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ROBERT P. SALTSMAN

Name of Contact Person

At (407) 647-2899

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 OF
BLACKTON FLOORING, INC. WITH AND INTO
BLACKTON, INC.**

The following **ARTICLES OF MERGER** by and between **BLACKTON FLOORING, INC.**, a Florida corporation, and **BLACKTON, INC.**, a Florida corporation, are being submitted in accordance with Florida Statutes Section 607.1105 of the Florida Business Corporation Act, as amended, (the "Act").

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BLACKTON FLOORING, INC. 1714 Alden Road Orlando, FL 32803	Florida	Corporation

Florida Document No: P06000122362
FEIN: 20-5596780

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BLACKTON, INC. 1714 Alden Road Orlando, FL 32803	Florida	Corporation

Florida Document No: 178201
FEIN: 59-0715055

THIRD: The Agreement and Plan of Merger dated December 15, 2016, ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 607.1101 of the Act.

FOURTH: The Plan of Merger was unanimously approved and adopted by the Shareholders of **BLACKTON FLOORING, INC.**, the merging corporation, on December 15, 2016, by that certain Agreement and Plan of Merger of even date herewith.

FIFTH: The Plan of Merger was unanimously approved and adopted by the Shareholders of **BLACKTON, INC.**, the surviving corporation, on December 15, 2016, by certain Agreement and Plan of Merger of even date herewith.

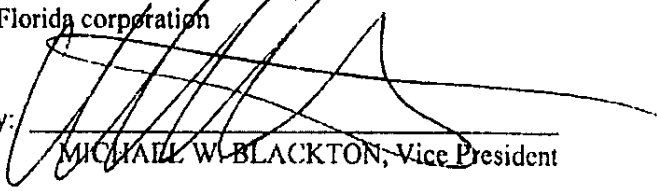
SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

SEVENTH: Pursuant to and in compliance with Section 607.1105 of the Act, the date and time of the effectiveness of the merger shall be on December 31, 2016 at 8:00 A.M., EST.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this December 15, 2016.

BLACKTON FLOORING, INC.,
a Florida corporation

By: _____


MICHAEL W. BLACKTON, Vice President

BLACKTON, INC., a Florida corporation

By: _____


MICHAEL W. BLACKTON, Vice President

EXHIBIT A

Agreement and Plan of Merger of Blackton Flooring, Inc. into Blackton, Inc.

**AGREEMENT AND PLAN OF MERGER OF
BLACKTON FLOORING, INC.
INTO
BLACKTON, INC.**

THIS AGREEMENT AND PLAN OF MERGER, dated this December 15, 2016, made by and among **BLACKTON FLOORING, INC.**, a Florida corporation ("BFI") and **BLACKTON, INC.**, a Florida corporation ("BLACKTON").

WITNESSETH:

WHEREAS, BFI desires to merge with and into BLACKTON, with BLACKTON being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Florida Statutes Section 607.1101 of the Florida Business Corporation Act, as amended, (the "Act"); and

WHEREAS, the President of BLACKTON has determined that it is advisable that BFI be merged into BLACKTON, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 607.1101 of 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

EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL

1. The term "Effective Date" shall mean the date of December 31, 2016, at 8:00 A.M., EST.
2. On the Effective Date, BFI shall be merged with and into BLACKTON. The separate existence of BFI shall cease at the Effective Date and the existence of BLACKTON 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 law of the State of Florida.
3. The Plan of Merger has been approved and adopted by the Shareholders of BFI in accordance with the applicable provisions of Section 607.1103 of the Act and consented to by the Shareholders on December 15, 2016. The Shareholders have waived notice of the merger by their signatures below.
4. The Plan of Merger has been approved and adopted by the Shareholders of BLACKTON in accordance with Section 607.1103 of the Act. The Shareholders consented to the merger on December 15, 2016, and waived notice thereof by their signatures below.

ARTICLE II

EFFECTS OF THE MERGER

At and after the merger, BLACKTON shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging BFI; any and all property, real, personal and mixed, and any and all debts due of the merged BFI on whatever account, and all other choses in action, and all and every other interest of the merged BFI shall be taken and transferred to and vested in the surviving BLACKTON without further act or deed; and the title to any real estate, or any interest therein, vested in the merging BFI shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 607.1101 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of BFI's stock certificates into Shares of BLACKTON stock certificates shall be as follows:

Stock certificates of BLACKTON shall be issued to the Shareholders of BFI without any action of the holder thereof. Each stock certificate representing Shares of said merged BFI shall be canceled of record and each Shareholder of BFI shall receive one (1) Share representing one (1) issued stock share of the surviving BLACKTON for every ten (10) Shares of BFI.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the Shareholders of BFI.

ARTICLE IV

DISSENTERS' RIGHTS

Shareholders of BFI who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the Shareholder complies with the provisions of the Act regarding the rights of dissenting Shareholders, to be paid the fair value of such Shareholder's shares.

ARTICLE V

ASSIGNMENT

If at any time BLACKTON 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 BLACKTON the title to any property or rights of BFI, or to otherwise carry out the provisions hereof, the President of BFI 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, or conform title to such property or rights in BLACKTON, and the President of BLACKTON is fully authorized in the name and on behalf of BFI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VI

EXPENSES

BLACKTON shall pay all expenses of accomplishing the Merger.

ARTICLE VII

ARTICLES OF INCORPORATION

The Articles of Incorporation of BLACKTON, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation of BLACKTON surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The President of BLACKTON surviving this merger shall be the same upon the Merger as he is for said corporation immediately prior thereto. The Shareholders' Agreement of the surviving BLACKTON as in effect at the time of Merger, shall continue to be the Shareholders' Agreement of BLACKTON, as the corporation, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

ARTICLE VIII

MANAGEMENT

Management of BLACKTON is vested in its Vice President and the name and address of the Vice President are as set forth below.

Michael W.Blackton
1714 Alden Road
Orlando, Florida 32803

ARTICLE IX

AMENDMENT

At any time before filing the Articles of Merger with the Florida Department of State Division of Corporations to be filed in connection herewith, the Vice President of BLACKTON may amend this Plan. If the Articles of Merger have already been filed, 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 X

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the President of BLACKTON, this Plan may be terminated at any time before the Effective Date by resolution of the President of BLACKTON. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of BLACKTON or BFI, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this December 15, 2016.

BLACKTON FLOORING, INC.,
a Florida corporation

By: _____

MICHAEL W. BLACKTON, Vice President

BLACKTON, INC., a Florida corporation

By: _____

MICHAEL W. BLACKTON, Vice President

CONSENT AND WAIVER OF NOTICE OF SHAREHOLDERS


The undersigned Shareholders of BFI hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

"Shareholders"

BLACKTON FLOORING, INC.
a Florida corporation



MICHAEL W. BLACKTON



BRUCE T. BLACKTON

CONSENT AND WAIVER OF NOTICE OF SHAREHOLDERS

The undersigned Shareholders of BLACKTON hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

"Shareholders"

BLACKTON, INC.
a Florida corporation



MICHAEL W. BLACKTON



BRUCE T. BLACKTON