

234679

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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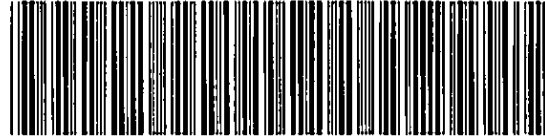
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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merged

07/26/21--01012--020 **105.00

effective date 7-31-21

2021 JUL 26 AM 11:35
CLERK OF SUPERIOR COURT
STATE OF NEW YORK

FILED

AUG 1 2 2021
A RAMSEY

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: J. H. Dickinson Groves, Inc.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Daniel M. Peregrin, Esq

Contact Person

Daniel M. Peregrin, PA

Firm Company

P.O. Box 1710

Address

LaBelle, FL 33975

City State and Zip Code

wdickinson@gmail.com

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

For further information concerning this matter, please call:

Daniel Peregrin

Name of Contact Person

At (501) 258-4505

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

effective date 7-31-21
ARTICLES OF MERGER

FILED

2021 JUL 26 AM 11: 35

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, Chapter 607, Florida Statutes, as amended, and the laws of the State of Florida.

FIRST: The name and jurisdiction of the **surviving** entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known, applicable)
<u>J. H. Dickinson Groves, Inc</u>	<u>Florida</u>	<u>Corporation</u>	<u>234679</u>

SECOND: The name and jurisdiction of each **merging** eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known, applicable)
<u>Wardlaw and Dickinson, Inc</u>	<u>Florida</u>	<u>corporation</u>	<u>234680</u>
<u>John H. Wardlaw Groves, Inc</u>	<u>Florida</u>	<u>corporation</u>	<u>234677</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☐ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

July 31, 2021

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

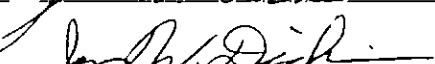
Typed or Printed
Name of Individual:

J. H. Dickinson Groves, Inc



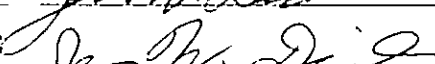
James W. Dickinson, Vice-President

Wardlaw and Dickinson, Inc



James W. Dickinson, Vice-President

John H. Wardlaw Groves, Inc



James W. Dickinson, Vice-President

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“Agreement”) is made effective the 31st day of July, 2021 (the “**Effective Date**”), by and between **John H. Wardlaw Groves, Inc.**, a Florida corporation (“**JHW**”), **Wardlaw and Dickinson, Inc.**, a Florida corporation (“**WD**”), and **J. H. Dickinson Groves, Inc.**, a Florida corporation (“**JHD**”), collectively the “**Parties**”.

WHEREAS, the parties hereto have determined that it would be advisable and in the best interests of the parties for JHW and WD to merge with and into JHD pursuant to the Florida Business Corporation Act, § 607.11011 *et seq.*, as amended, and that JHD shall be the surviving business corporation (the “**Merger**”);

WHEREAS, the respective sole director and shareholder of JHW, WD, and JHD has unanimously approved the Merger upon the terms and conditions hereinafter set forth and has approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree and ascribe to the terms and conditions of said Merger and of carrying the same into effect as follows:

1. Merger

On the Effective Date hereof, JHW and WD shall merge with and into JHD, to be a single business corporation under the laws of the State of Florida, and JHD shall be the surviving business corporation.

2. Action by Parties; Filings; Effects of Merger

2.1 Action by Director and Shareholder of John H. Wardlaw Groves, Inc. On or before the Effective Date, the director and shareholder of JHW shall adopt this Agreement in accordance with the Florida Business Corporation Act.

2.2 Action by Director and Shareholder of Wardlaw and Dickinson, Inc. On or before the Effective Date, the director and shareholder of WD shall adopt this Agreement in accordance with the Florida Business Corporation Act.

2.3 Action by Director and Shareholder of J. H. Dickinson Groves, Inc. On or before the Effective Date, the director and shareholder of JHD shall adopt this Agreement in accordance with the Florida Business Corporation Act.

2.4 Filing of Certificate of Merger. By execution of the Agreement hereinbelow, the Parties witness that (a) this Agreement has been adopted by the director and shareholder of JHW in accordance with the Florida Business Corporation Act, (b) this Agreement has been adopted by the director and shareholder of WD in accordance with the Florida Business Corporation Act, (c) this Agreement has been adopted by the director and shareholder of JHD in accordance with the Florida Business Corporation Act, and if (d) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then the Certificate of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act

2.5 Effective Date. The Merger shall become effective as of the Effective Date first set forth above.

2.6 Certain Effects of Merger. On the Effective Date, the separate existence of JHW and WD shall cease, and JHW and WD shall be merged with and into JHD, which, as the surviving business corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all of the respective restrictions, disabilities, and duties of JHW and WD; and all and singular, the respective rights, privileges, powers, and franchises of JHW and WD, and all property, real, personal, and mixed, and all debts due respectively to JHW and WD on whatever account, as well for all other things in action or belonging to JHW and WD, shall be vested in JHD; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of JHD as they were of JHW and WD, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in either JHW or WD, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either JHW or WD shall be preserved unimpaired, and all respective debts, liabilities, and duties of JHW and WD shall thenceforth attach to JHD 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 director or shareholder of JHW, the last acting director or shareholder of WD, or the corresponding director or shareholder of JHD may, in the name of JHW or WD, 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 JHD may deem necessary or desirable in order to vest, perfect, or confirm in JHD title to and possession of all of JHW's and WD's respective property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Articles of Incorporation

3.1 Name of Surviving Corporation. The name of the surviving corporation from and after the Effective Date shall be **J.H. Dickinson Groves, Inc.**

3.2 Articles of Incorporation. The Articles of Incorporation of J. H. Dickinson Groves, Inc. as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the surviving business corporation, until changed or amended as provided by law.

4. Status and Conversion of Ownership

The manner and basis of converting the ownership interests of JHW and the ownership interests of WD, and the nature and amount of ownership interests of JHD which the holder of the ownership interests of JHW and the holder of ownership interests of WD is to receive in exchange for such respective ownership interests are as follows: The Parties recognize, evidence and affirm that one hundred percent (100%) of the authorized, issued and outstanding shares of ownership interest in each of JHW, WD, and JHD, which exists prior to, and as of, the Effective Date is owned by and vested in the same sole shareholder of each party hereto. As such, no new or additional shares of stock of the companies shall be issued, transferred or assigned by virtue of the Merger. All issued and outstanding stock of JHW and WD shall be cancelled without any action on the part of the holder thereof.

5. Miscellaneous

5.1 Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger if the sole director and shareholder of JHW, WD, or of JHD duly adopts a resolution abandoning this Agreement.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by the Parties hereto this 20th day of July, 2021.

JOHN H. WARDLAW GROVES, INC. a
Florida corporation

By: Anne W. Dickinson
Anne W. Dickinson, President

WARDLAW AND DICKINSON, INC. a
Florida corporation

By: Anne W. Dickinson
Anne W. Dickinson, President

J. H. DICKINSON GROVES, INC. a Florida
corporation

By: Anne W. Dickinson
Anne W. Dickinson, President