

1/3/24, 10:18 AM

Division of Corporations

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To: Division of Corporations  
Fax Number : (850)617-6380

From: Account Name : CLARK PARTINGTON  
Account Number : I20140000059  
Phone : (850)650-3304  
Fax Number : (850)650-3305

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: dick@appleyardagency.com

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2024 JAN -3 AM 11:47  
CORRECTION

MERGER OR SHARE EXCHANGE

John Appleyard Agency, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$78.75

\*\*CORRECTED  
SUBMISSION - PLEASE  
USE EFFECTIVE DATE  
OF JANUARY 3, 2024.

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## TRANSACTION REPORT

JAN/09/2024/TUE 04:03 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JAN/09	03:58PM	8506176380	0:04:51	12	MEMORY OK	ECM 5592

1/3/24, 10:13 AM

Division of Corporations

Florida Department of State  
Division of Corporations  
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## MERGER OR SHARE EXCHANGE

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USE EFFECTIVE DATE  
OF JANUARY 3, 2024.

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COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: John Appleyard Agency, 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:

Rhett J. Williams

Contact Person

Clark Partington

Firm/Company

125 E. Intendencia Street, 4th Floor

Address

Pensacola, FL 32502

City/State and Zip Code

dick@appleyardagency.com

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

For further information concerning this matter, please call:

Rhett J. Williams

Name of Contact Person

At ( 850 ) 208-7030

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.

FILED  
2024 JAN -3 AM 11:47  
SECRETARY OF STATE  
TALLAHASSEE, FL

## ARTICLES OF MERGER

Pursuant to §607.1105, *Florida Statutes*, these Articles of Merger are submitted to merge DUNCAN MCCALL, INC., a Florida corporation, with and into JOHN APPELYARD AGENCY, INC., a Florida corporation.

FIRST: The name of the merging party of this merger is DUNCAN MCCALL, INC., a Florida corporation (Florida document number P95000011203).

SECOND: The name of surviving party of this merger is JOHN APPELYARD AGENCY, INC., a Florida corporation (Florida document number 271419) ("Appleyard").

THIRD: The merger was approved by each domestic merging entity pursuant to that certain Agreement and Plan of Merger dated effective January 1, 2024 in accordance with §§607.1101-607.1106, *Florida Statutes*, and all shareholders of such corporations who as a result of the merger will have shareholder liability under Chapter 607, *Florida Statutes*.

FOURTH: JOHN APPELYARD AGENCY, INC., a Florida corporation, as the surviving entity, agrees to pay any members with appraisal rights the amount to which members are entitled under Chapter 607, *Florida Statutes*.

FIFTH: The merger is effective for all purposes on January 3, 2024.

Dated on the dates set forth below, effective for all purposes on January 3, 2024.

Duncan McCall, Inc.  
a Florida corporation


By:   
BRYAN McCALL

Its: President

date: 12/28, 2023

JOHN APPELYARD AGENCY, INC.,  
a Florida corporation

John Appleyard Agency, Inc.  
a Florida corporation

By:   
RICHARD L. APPELYARD

Its: President

date: 12-28, 2023

FILED  
2024 JAN -3 AM 11:47  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF DALLAS, TEXAS

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), effective as of the 3rd day of January, 2024 (the "Effective Date"), is entered into by and between JOHN APPELYARD AGENCY, INC., a Florida corporation ("Appleyard Agency"), and DUNCAN MCCALL, INC., a Florida corporation ("McCall Agency"), and Appleyard Agency and McCall Agency are each sometimes referred to herein as a "Party", and collectively as the "Parties").

### RECITALS

A. The respective Boards of Directors and shareholders of Appleyard Agency and McCall Agency have each adopted this Agreement and the transactions contemplated therein, each after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders.

B. Pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, McCall Agency, in accordance with the Chapter 607, *Florida Statutes*, Florida Business Corporation Act (the "FBCA"), will merge with and into Appleyard Agency, resulting in the Appleyard Agency being the surviving corporation (the "Merger").

C. The Parties intend, for U.S. federal income tax purposes, to the fullest extent applicable that the Merger qualify as a "tax-free reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement be, and is hereby adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

D. The Parties desire to enter into this Agreement to provide for the terms and conditions of the Merger and the transactions contemplated by this herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I: MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, McCall Agency shall be merged with and into Appleyard Agency as of the Effective Date. Following the Effective Date, the separate corporate existence of McCall Agency shall cease and Appleyard Agency shall be the surviving corporation (hereinafter sometimes referred to herein the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

1.2 Organizational Documents. The bylaws of Appleyard Agency then in effect at the Effective Date shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of Appleyard Agency then in effect at the Effective Date, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA. In addition, as of the Effective Date the shareholders of the Surviving Corporation shall enter into a Shareholders Agreement.

1.3 Board of Directors and Officers. The directors and officers of the Surviving Corporation from and after the Effective Date, each of which to hold office until the earlier of his or her respective death,

resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA, shall be as follows:

Directors:

Richard L. Appleyard  
Leslie A. Ryan  
Bryan K. McCall  
Shellie J. McCall

Officers:

Richard L. Appleyard - President  
Leslie A. Ryan - Vice President  
Bryan K. McCall - Vice President  
Shellie J. McCall - Secretary / Treasurer

**ARTICLE II  
CONVERSION OR CANCELLATION OF SHARES**

**2.1 Conversion or Cancellation of Shares.** The manner and basis of converting McCall Agency's common shares ("McCall Common Shares") into common shares of the Surviving Corporation and the manner and basis of converting rights to acquire McCall Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation are set forth in this Section 2.1. At the Effective Date, by virtue of the Merger and without any action on the part of Appleyard Agency, McCall Agency, or the shareholders of McCall Agency:

(a) The aggregate amount of McCall Common Shares issued and outstanding immediately prior to the Effective Date shall be converted into the right to receive **400** validly issued, fully paid and non-assessable common shares, of the Surviving Corporation ("Surviving Corporation Common Shares").

(b) Each McCall Common Share that is owned by Appleyard Agency or McCall Agency (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each share of Appleyard Agency issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

(d) As of the Effective Date, the ownership of the Surviving Corporation Common Shares shall be as follows:

Shareholder	No. of Shares	Ownership Percentage
Revocable Trust Agreement of Richard Leslie Appleyard dtd 7/31/1997	600	60%
Bryan K. McCall	400	40%
<b>Total</b>	<b>1,000</b>	<b>100%</b>

2.2 **Effect** Upon the Effective Date, (a) Appleyard Agency, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of McCall Agency; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to McCall Agency on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in Appleyard Agency without further act or deed; (c) title to any real estate, or any interest therein vested in McCall Agency, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of McCall Agency shall be preserved unimpaired, and all liens upon the property of McCall Agency shall be preserved unimpaired, and all debts, liabilities, obligations and duties of McCall Agency shall thenceforth remain with or be attached to, as the case may be, Appleyard Agency and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

2.3 **Share Certificates.** Upon surrender by the shareholders of McCall Agency of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Date evidenced outstanding shares of McCall Common Shares to Appleyard Agency for cancellation, together with a duly executed letter of transmittal and such other documents as Appleyard Agency shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Corporation Common Shares representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 2.1 after taking into account all McCall Common Shares then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Date, be deemed to represent only the right to receive Surviving Corporation Common Shares pursuant to Section 2.1 and until such surrender or exchange, no such Surviving Corporation Common Shares shall be delivered to the holder of such outstanding Certificate in respect thereof.

### ARTICLE III OTHER PROVISIONS

3.1 **Confidentiality.** The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the "**Confidential Information**"). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. The Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

3.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated beneath their signatures below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.2):

3.3 **Entire Agreement.** This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.4 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.5 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

3.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

3.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

3.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.9 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Escambia County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all the Parties had signed the same instrument.

*[SIGNATURE PAGE FOLLOWS.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the dates written below, effective for all purposes as of the 3rd day of January, 2024.

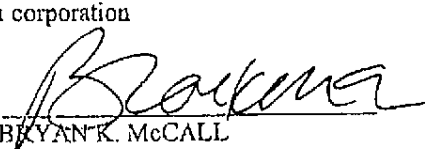
**APPLEYARD AGENCY:**

**MCCALL AGENCY:**

**John Appleyard Agency, Inc.**  
a Florida corporation

**Duncan McCall, Inc.**  
a Florida corporation

By:   
RICHARD L. APPLEYARD  
Its: President

By:   
BRYAN K. MCCALL  
Its: President

Address:  
4400 Bayou Boulevard  
Cordova Square 34  
Pensacola, Florida 32503

Address:  
4400 Bayou Boulevard, Suite 11  
Pensacola, Florida 32503

A4958791.DOCX

**ACTION TAKEN BY WRITTEN CONSENT OF  
OF BOARD OF DIRECTORS AND SHAREHOLDERS OF  
JOHN APPELYARD AGENCY, INC.**

*effective January 3, 2024*

---

Pursuant to the authority contained in §607.0821 and §607.0704 of the Florida Statutes, the undersigned, being all of the Directors and the sole Shareholder of JOHN APPELYARD AGENCY, INC., a Florida corporation (the "**Corporation**"), do hereby approve, adopt, take, and ratify the following actions by written consent in lieu of a meeting and direct that this written consent be delivered to the Corporation for filing with the minutes of the proceedings of the directors and shareholders of the Corporation:

**RESOLVED AS FOLLOWS:**

1. That Richard L. Appleyard, Carolyn P. Appleyard and Leslie A. Ryan constitute all of the Directors of the Corporation (the "**Board**").
2. That Richard L. Appleyard and Carolyn P. Appleyard, as Co-Trustees of the Revocable Trust Agreement of Richard Leslie Appleyard dated the 31<sup>st</sup> day of July, 1997, is the sole shareholder of the Corporation (the "**Shareholder**"), represented by its ownership of 100 shares of common stock of the Corporation, which constitute all of the issued and outstanding shares of the Corporation.
3. That the Board and the Shareholder deem it to be in the best interest of the Corporation to enter into a Merger Agreement with Duncan McCall, Inc., a Florida corporation ("**Duncan McCall**"), which shall set forth the terms and conditions of the proposed merger of Duncan McCall into the Corporation pursuant to the Florida Business Corporation Act and Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Merger**"), following which the Corporation shall be the surviving corporation and Duncan McCall shall be dissolved and cease to exist.
4. That Richard L. Appleyard, as President of the Corporation, is authorized to enter into the Merger Agreement on behalf of the Corporation, execute the Articles of Merger and to take such other action and execute such other documents as he may deem necessary or appropriate in order to effectuate the Merger, and all actions authorized by these resolutions and taken by Richard L. Appleyard related to the Merger prior to the date of these resolutions are hereby ratified and approved in all respects.
5. That in consideration of the Merger the Corporation shall issue to Duncan McCall's sole shareholder, Bryan K. McCall, forty percent (40%) of the issued and outstanding shares of common stock of the Corporation (the "**Issuance**").
6. That prior to the Issuance, Richard L. Appleyard, as President of the Corporation, is authorized to file Articles of Amendment to Articles of Incorporation with the Florida Department of State to increase the authorized shares of the Corporation from 100 to 10,000.

7. That all currently issued and outstanding stock certificates of the Corporation will be cancelled following the Merger, and the Corporation shall issue the following stock certificates evidencing the ownership interests of the Corporation as of January 3, 2024, as follows:

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Certificate</u>
Revocable Trust Agreement of Richard Leslie Appleyard dtd 7/31/1997	600	#22
Bryan K. McCall	400	#23
<b>Total Issued and Outstanding Shares</b>	<b>1,000</b>	
<b>Remaining Authorized Shares</b>	<b>9,000</b>	

8. That the following persons be and hereby are confirmed as the directors of the Corporation, effective January 3, 2024, to serve until the next annual meeting of the shareholders, or until their successors are duly elected and qualified:

Richard L. Appleyard  
Leslie A. Ryan  
Bryan K. McCall  
Shellie J. McCall

9. That the following persons be and hereby are confirmed as the officers of the corporation, effective January 3, 2024, to serve until his or her successors are duly elected:

Richard L. Appleyard	President
Bryan K. McCall	Vice President
Leslie Appleyard Ryan	Vice President
Shellie J. McCall	Secretary / Treasurer

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned, constituting all the Directors and Shareholders of the Corporation, hereby consent to the actions described herein as of the dates set forth below, effective for all purposes as of the 3rd day of January, 2024.

**SHAREHOLDER:**

**DIRECTORS:**

Revocable Trust Agreement of Richard  
Leslie Appleyard dated July 31, 1997

  
Richard L. Appleyard, Co-Trustee

Date: 12-28, 2023

  
RICHARD L. APPELYARD

Date: 12-28, 2023

  
Carolyn P. Appleyard, Co-Trustee

Date: 12-28, 2023

  
CAROLYN P. APPELYARD

Date: 12-28, 2023

  
LESLIE A. RYAN

Date: 12-28, 2023

**ACTION TAKEN BY WRITTEN CONSENT OF  
OF BOARD OF DIRECTORS AND SHAREHOLDERS OF  
DUNCAN McCALL, INC.**  
*effective January 3, 2024*

---

Pursuant to the authority contained in §607.0821 and §607.0704 of the Florida Statutes, the undersigned, being all of the Directors and the sole Shareholder of DUNCAN McCALL INC., a Florida corporation (the "Corporation"), do hereby approve, adopt, take, and ratify the following actions by written consent in lieu of a meeting and direct that this written consent be delivered to the Corporation for filing with the minutes of the proceedings of the directors and shareholders of the Corporation:

**RESOLVED AS FOLLOWS:**

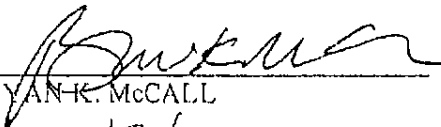
1. That Bryan K. McCall and Shellie J. McCall constitute all of the Directors of the Corporation (the "Board").
2. That Bryan K. McCall, is the sole shareholder of the Corporation (the "Shareholder"), owning 100% of the issued and outstanding shares of common stock of the Corporation.
3. That the Board and the Shareholder deem it to be in the best interest of the Corporation to enter into a Merger Agreement with John Appleyard Agency, Inc., a Florida corporation ("Appleyard Agency"), which shall set forth the terms and conditions of the proposed merger of this Corporation into Appleyard Agency pursuant to the Florida Business Corporation Act and Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Merger"), following which Appleyard Agency shall be the surviving corporation and this Corporation shall be dissolved and cease to exist.
4. That Bryan K. McCall, as President of the Corporation, is authorized to enter into the Merger Agreement on behalf of the Corporation, execute the Articles of Merger and subsequently wind up and dissolve the Corporation, and to take such other action and execute such other documents as he may deem necessary or appropriate in order to effectuate the Merger and subsequent dissolution of the Corporation, and all actions authorized by these resolutions and taken by Bryan K. McCall related to the Merger prior to the date of these resolutions are hereby ratified and approved in all respects.
5. That in consideration of the Merger the Corporation into Appleyard Agency, Bryan K. McCall shall be issued forty percent (40%) of the issued and outstanding shares of common stock of Appleyard Agency (the "Issuance").

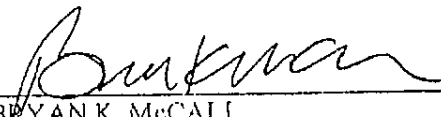
[SIGNATURE PAGE FOLLOWS]

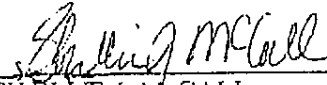
IN WITNESS WHEREOF, the undersigned, constituting all the Directors and Shareholders of the Corporation, hereby consent to the actions described herein as of the dates set forth below, effective for all purposes as of the 3rd day of January, 2024.

SHAREHOLDER:

DIRECTORS:

  
BRYAN K. McCALL  
Date: 12/20, 2023

  
BRYAN K. McCALL  
Date: 12/20, 2023

  
SHELLIE J. McCALL  
Date: 12/20, 2023