

341393

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H17000184937 3)))



H170001849373ABC7

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

Account Name : MCLIM & BURNSER P.A.
Account Number : 104657003604
Phone : (352) 753-4690
Fax Number : (352) 751-4993

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

Email Address: _____

MERGER OR SHARE EXCHANGE

Lassiter-Ware, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$78.75

JUL 14 2017

Electronic Filing Menu

Corporate Filing Menu

D CONNELL Help

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lassiter-Ware, 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:

Christine M. Thompson

Contact Person

McIn Burns

Firm/Company

1028 Lake Sumter Landing

Address

The Villages, FL: 32162

City/State and Zip Code

christinet@mcinburnsed.com

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

For further information concerning this matter, please call:

Christine M. Thompson

Name of Contact Person

At (352) 259-5012

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

17 JUL 11 AM 9:43
SECRET
TALLAHASSEE FLORIDA

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Fla. Stat.

FIRST: The name and jurisdiction of the surviving corporation:

Lassiter-Ware, Inc., a Florida corporation bearing
Document Number 341393.

SECOND: The name and jurisdiction of the merging corporation:

American Intermediaries, Inc., a Florida corporation,
bearing Document Number 401809.


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.

FIFTH: The Plan of Merger was adopted by the Directors and Shareholders of the surviving corporation on July 7, 2017.

SIXTH: The Plan of Merger was adopted by the Directors and Shareholders of the merging corporation on July 7, 2017.

Lassiter-Ware, Inc.
a Florida Corporation

By 
Richard D. Childers, Jr., President

American Intermediaries, Inc.
a Florida Corporation

By 
Patricia Schmaltz, President

AGREEMENT and PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of the 7th day of July, 2017, by and between Lassiter-Ware, Inc. ("Parent"), and American Intermediaries, Inc. ("Subsidiary").

WHEREAS, Parent is a corporation organized and existing under the laws of the state of Florida.

WHEREAS, Subsidiary is a corporation organized and existing under the laws of the state of Florida and is a wholly owned subsidiary of Parent.

WHEREAS, Parent and its Board of Directors deem it advisable and in the best interests of Parent and its stockholders to merge Subsidiary with and into Parent pursuant to the provisions of Florida Statutes.

WHEREAS, Subsidiary and its Board of Directors deem it advisable and in the best interests of Subsidiary and its stockholders to merge Subsidiary with and into Parent pursuant to the provisions of Florida Statutes.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Subsidiary shall be merged with and into Parent (the "Merger") upon the terms and conditions set forth below.

1. The above recitals are true and correct and are incorporated into this Agreement.
2. On the Effective Date (as defined in Section 10 below), Subsidiary shall be merged with and into Parent and the separate existence of Subsidiary shall cease. Parent shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") in the Merger and shall operate under the name "*Lassiter-Ware, Inc.*" and shall be governed by, the laws of the state of Florida.
3. The current Bylaws and Articles of Incorporation of the Parent shall remain unchanged and shall be the Bylaws and Articles of Incorporation of the Surviving Corporation.
4. The current officers and directors of the Parent shall remain unchanged and shall be the officers and directors of the Surviving Corporation.
5. At the Effective Date, each share of Parent's common stock and each share of the Parent's preferred stock (together the "Parent Stock"), 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, on a one for one basis, into and become validly issued, fully paid and nonassessable shares of the Surviving Corporation's common stock, or validly issued, fully paid and nonassessable shares of the Surviving Corporation's designated preferred stock, as applicable (together the "Surviving Corporation Stock").

6. After the Effective Date, each certificate theretofore representing issued and outstanding shares of Parent Stock will thereafter be deemed to represent the same number of shares of the Surviving Corporation Stock. The holders of outstanding certificates theretofore representing Parent Stock will not be required to surrender such certificate to Parent or the Surviving Corporation.
7. Each share of Subsidiary stock issued and outstanding immediately before the Effective Date and held by Parent shall be canceled without any consideration being issued or paid therefor.
8. At the Effective Date, the Merger shall have the effects specified in Florida statutes and this Agreement.
9. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Subsidiary acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.
10. The effective date of the Merger ("Effective Date") shall be the date and time on and at which the Merger becomes effective under the laws of the State of Florida.
11. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
12. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.
13. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.
14. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

15. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
16. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
17. This Agreement shall be construed in accordance with the laws of the state of Florida

Lassiter-Ware, Inc.
a Florida Corporation

By 
Richard D. Childers, Jr., President

American Intermediaries, Inc.
a Florida Corporation

By 
Patricia Schmaltz, President