

417780

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.

(((H18000282143 3)))



H180002821433ABC3

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 : RUGGIAN INGERSON & ROONEY PC - TAMPA OFFICE
Account Number : I19990000148
Phone : (813) 769-7692
Fax Number : (913) 223-6121

****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

Gulfside Supply, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

EFFECTIVE DATE

10/1

SEP 28 2018

S. YOUNG

Electronic Filing Menu

Corporate Filing Menu

Help

FILED
18 SEP 27 AM 9:45
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

RECEIVED
18 SEP 27 PM 4:09
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

FILED
18 SEP 27 AM 9:45
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
ARTICLES OF MERGER OF
KIMAL LUMBER COMPANY
a Florida corporation

INTO

GULFSIDE SUPPLY, INC.
a Florida corporation

Pursuant to the provisions of the Florida Business Corporation Act (the "FBCA"), the Florida parent corporation and its wholly-owned Florida subsidiary corporation named below do hereby adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Gulfside Supply, Inc., a Florida corporation (the "Parent"), as of the 27th day of September, 2018, the approval of the Parent's shareholders is not required.

The Plan of Merger attached hereto as Exhibit A was approved by the Board of Directors of Kimal Lumber Company, a Florida corporation (the "Subsidiary"), as of the 27th day of September, 2018, the approval of the Subsidiary's sole shareholder is not required. The sole shareholder of the Subsidiary waives the mailing requirement and the thirty day waiting period for filing these Articles set forth in Section 607.1104 of the FBCA.

SECOND: The Effective Date of these Articles of Merger shall be the opening of business on October 1, 2018.

THIRD: At the Effective Date, the following actions shall occur in accordance with the Plan of Merger:

- a. The Subsidiary shall be merged with and into the Parent, with the Parent as the surviving corporation (hereinafter, the "Merger").
- b. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Incorporation of the Parent following the Merger.
- c. The Parent owns 100% of the outstanding capital stock of the Subsidiary so that as a result of the Merger, each share of the Subsidiary's issued and outstanding common stock shall, by virtue of the Merger and without any action on the part of the Parent, be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

Fax Audit No. H18000282143

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of
this 22 day of Sept, 2018.

PARENT:

GULFSIDE SUPPLY, INC.,
a Florida corporation

By: 

Bradley J. Resch, President

SUBSIDIARY:

KIMAL LUMBER COMPANY,
a Florida corporation

By: 

Bradley J. Resch, President

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER was adopted by the Board of Directors of Gulfside Supply, Inc., a Florida corporation ("Parent"), as of the 27th day of September, 2018.

WITNESSETH:

WHEREAS, Kimal Lumber Company, a Florida corporation ("Subsidiary"), desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein;

WHEREAS, Parent owns 100% of the issued and outstanding shares of the common stock of Subsidiary, which is the only outstanding class of capital stock of Subsidiary; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged with and into Parent, on the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA").

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean the opening of business on October 1, 2018.
2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger

becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in the FBCA.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's issued and outstanding common stock shall, by virtue of the Merger and without any action on the part of Parent, be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

ARTICLE IV

APPROVAL

This Plan of Merger was adopted and approved by the Board of Directors of Parent and Subsidiary. The approval of the sole shareholder of Subsidiary and shareholders of Parent are not required.

ARTICLE V

ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time of the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

ARTICLE VI

BOARD OF DIRECTORS AND OFFICERS

The Board of Directors and officers of Parent immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the directors and officers of Parent until the directors' and officers' successors are elected and qualified or until their earlier death, resignation or removal.

ARTICLE VII

ASSIGNMENT

If at any time Parent 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 Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary 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, confirm, or record the title to such property or rights in Parent.

ARTICLE VIII

AMENDMENT

At any time before the filing of the Articles of Merger with the Secretary of State of the State of Florida to be filed in connection with this Plan, the directors of Parent may amend this Plan.

ARTICLE IX

TERMINATION

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