

698337

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

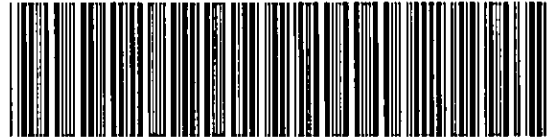
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600345418666

06/03/20--01016--018 **70.00

RECEIVED
FACILITY/STATION

2020 JUN -3 PM 6:44

FILED

Am
6/23/20

LAW OFFICES
GLASSBERG & GLASSBERG, P.A.

13611 SOUTH DIXIE HIGHWAY
#109-514
MIAMI, FLORIDA 33176
GLASSBERGLAW@AOL.COM

DAVID M. GLASSBERG
LORI H. GLASSBERG

(305) 669-9535
FAX (305) 255-9969

June 2, 2020

Sent Via FedEx

Division of Corporations
Amendment Section
PO Box 6327
Tallahassee, FL 32314

Re: Viking Life-Saving Equipment (America), Inc.

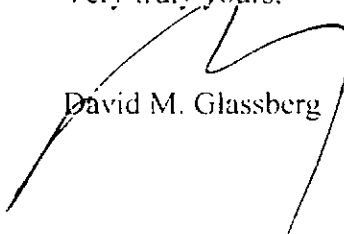
Dear Gentlemen:

I enclose the Articles of Merger and our check in the amount of 70.00. Please call me if you have any questions regarding this matter. Thank you in advance for your cooperation in this matter.

I look forward to speaking with you soon.

Very truly yours,

David M. Glassberg



DMG/rs

Cc: Viking Life-Saving Equipment (America), Inc.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Viking Life-Saving Equipment (America), 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:

David M. Glassberg, Esquire

Contact Person

Glassberg & Glassberg, P.A.

Firm/Company

13611 S. Dixie Highway, #109-514

Address

Miami, FL 33176

City/State and Zip Code

glassberglaw@aol.com

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

For further information concerning this matter, please call:

David M. Glassberg

Name of Contact Person

At (305) 669-9535

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.

ARTICLES OF MERGER FILED

2020 JUN -3 PM 6: 44

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

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)
Viking Life-Saving Equipment (America), Inc.	FL	Corp.	698337
_____	_____	_____	_____

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)
Norsafe Marine & Offshore Services, LLC	LA	LLC	35558133K
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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:

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.

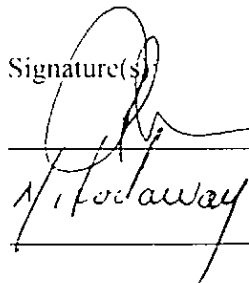
NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Viking Life-Saving Equipment (America), Inc.

Norsafe Marine and Offshore Services, LLC

Signature(s)



Typed or Printed
Name of Individual:

Aurelio Osle

Nicholas Hardaway

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 (this "Agreement"), is effective on May 8, 2020 or upon filing with the State of Florida, made by and between NORSAFE MARINE AND OFFSHORE SERVICES, LLC. ("NORSAFE"), a Louisiana limited liability company and subsidiary of Viking Life-Saving Equipment A/S and VIKING LIFE-SAVING EQUIPMENT (AMERICA), INC. ("VIKING"), a Florida corporation and subsidiary of Viking Life-Saving Equipment A/S. The Parties are referred to singularly as "Party" and jointly as "Parties."

RECITALS

WHEREAS, the Parties desire to effect a merger through VIKING's acquisition of NORSAFE Assets on the terms set forth in this Agreement.

WHEREAS, the Parties intend NORSAFE to be merged with and into VIKING. The separate existence of NORSAFE will cease and VIKING, as the acquiring entity, will survive as VIKING (the "Surviving Corporation").

WHEREAS, the Parties intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. PURCHASE AND SALE

Upon the terms and subject to all of the conditions in this Agreement and the performance by each of the parties of their respective obligations, VIKING agrees to acquire from NORSAFE and NORSAFE agrees to deliver to VIKING on the Closing Date (as hereinafter defined), NORSAFE's Assets, attached hereto and made a part hereof (the "NORSAFE' Assets"). NORSAFE's Assets shall include, but not be limited to, the following:

(a) The Business and the Business goodwill of NORSAFE; (b) All transferrable licenses, permits, and other governmental authorizations currently in existence and in effect for the Business operations; (c) Any and all rights to all telephone numbers currently in use for the Business; (d) All personal property, furniture and supplies and other equipment used or employed in connection with the operation of the Business, all of NORSAFE's customers and the Assets specifically identified on Exhibit "A", attached hereto and made a part hereof; and (e) Any and all intangible assets of NORSAFE. The Assets and Equipment acquired by VIKING shall be delivered in "As Is" condition, as of the date of the execution of this Agreement.

SECTION 2. MERGER

2.1 **Effect of Merger.** VIKING's Articles of Incorporation, By-laws, and Board of Directors in effect immediately before the Closing Date will be the Articles of Incorporation, By-laws, and Board of Directors of the Surviving Corporation. As of the Closing Date, the Surviving Corporation will possess all the rights, privileges, and immunities of each of the Parties, all property belonging to NORSAFE will be transferred to and vested in the Surviving Corporation without further act or deed, and the Surviving Corporation will be responsible for all liabilities of NORSAFE.

2.2 Consideration. VIKING shall assume all debts and liabilities of NORSAFE.

2.3 Further Assurances. From time to time after the Closing Date, the Managers of NORSAFE will execute and deliver such deeds and other instruments and will cause to be taken such further actions as will reasonably be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, and privileges of NORSAFE.

2.4 Closing. Subject to the satisfaction of the conditions set forth in Section 5, the closing of the transactions contemplated in this Agreement will occur at a time and place mutually agreed to by the Parties ("Closing"). At Closing, the Parties will cause articles of merger to be filed with the Florida Secretary of State (the "Closing Date").

2.5 Tax-Free Intent. The Parties intend that the transactions contemplated in this Agreement be treated as a tax-free event under Section 368(a)(1)(A) of the Internal Revenue Code and/or Section 351 of the Internal Revenue Code and that the VIKING assumption of debts and liabilities of NORSAFE be the sole consideration for the NORSAFE units. The Parties will not take a position on any tax return or before any taxing authority that is inconsistent with this Section 2.5 unless otherwise required by final and binding determination or resolution of a governmental body with appropriate jurisdiction, and each party agrees to promptly notify the other Party of any assertion by a taxing authority of a position that is inconsistent with this Section 2.5.

2.6 Assumption of Obligations by VIKING. Except as discussed above, VIKING shall assume and be liable for all debts, liabilities and obligations of NORSAFE occurring before the Closing, including, without limitation, (a) liabilities or obligations of NORSAFE to its creditors or stockholders as such or as creditors; (b) liabilities and obligations of NORSAFE with respect to any transactions occurring before the Closing Date; (c) sales or income tax or other liabilities or obligations of NORSAFE incurred in connection with the sale of its properties, assets or business pursuant to this Agreement, or in connection with its liquidation or dissolution; (d) federal, state and local taxes arising out of NORSAFE's operation of its business; and (e) any contingent liabilities or obligations of NORSAFE.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF NORSAFE

Except for the express representations and warranties in this Agreement, NORSAFE expressly excludes all other warranties with respect to the transaction. NORSAFE represents and warrants as follows:

3.1 NORSAFE is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Louisiana.

3.2 This Agreement is binding upon and enforceable against NORSAFE in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

3.3 There is no litigation or other judicial, or administrative proceedings pending or, to the knowledge of NORSAFE that would have a material adverse effect on the ability of NORSAFE to consummate this Agreement.

3.4 NORSAFE has obtained such consents and other approvals necessary to authorize VIKING to enter into this Agreement and closing the transaction contemplated by this Agreement.

3.5 The execution, delivery, or performance of this Agreement will not: (a) violate any law, judgment, or order to which NORSAFE is subject, or (b) breach any agreement to which NORSAFE is bound.

3.6 NORSAFE membership interests are free and clear of any and all liens, claims and encumbrances.

3.7 The NORSAFE membership interests represent one hundred percent (100%) of the membership interests of NORSAFE.

3.8 NORSAFE has made available and delivered to VIKING all information, statements, and records of NORSAFE, including without limitation financing statements, shareholder records, and corporate documents, requested by VIKING, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and financial condition of NORSAFE.

3.9 No representation, warranty, or statement made by NORSAFE in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF VIKING

Except for the express representations and warranties in this Agreement, VIKING expressly excludes all other warranties with respect to the transaction. VIKING represents and warrants as follows:

4.1 VIKING is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

4.2 This Agreement is binding upon and enforceable against VIKING in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

4.3 There is no litigation or other judicial, administrative, or quasi-judicial proceedings pending or, to the knowledge of VIKING that would have a material adverse effect on the ability of VIKING to consummate this Agreement.

4.4 VIKING has obtained such consents and other approvals necessary to authorize VIKING to enter into this Agreement and closing the transaction contemplated by this Agreement.

4.5 The execution, delivery, or performance of this Agreement will not: (a) violate any law, judgment, or order to which VIKING is subject, or (b) breach any agreement to which VIKING is bound.

4.6 VIKING has made available and delivered to NORSAFE all information, statements, and records of VIKING, including without limitation financing statements, shareholder records, corporate documents, and business prospects, requested by NORSAFE, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and the financial condition of VIKING. VIKING has corrected any errors identified by NORSAFE, including without limitations the foreign registration with the Foreign Secretary of State.

4.7 No representation, warranty, or statement made by VIKING in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading. VIKING has disclosed to NORSAFE all facts that are material to the financial condition, operation, status, or prospects of VIKING.

SECTION 5. CONDITIONS

The obligation of either Party to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

(a) The representations, warranties, and covenants made by either Party in Section 4 of this Agreement are true and correct as of the Closing Date;

(b) There is no material adverse change in the business or financial condition of NORSAFE from the date of this Agreement through the Closing Date;

(c) This Agreement is approved by the board of directors and shareholders of

VIKING entitled to vote on the matter in accordance with Foreign law and VIKING's governing documents:

(d) This Agreement is approved by the members of NORSAFE entitled to vote on the matter in accordance with Foreign law and NORSAFE's governing documents; and

(c) Instruments of Conveyance and Transfer:

At the Closing:

(i) NORSAFE will deliver to VIKING such bills of sale, or other good and sufficient instruments of conveyance and transfer and containing full warranties of title, as shall be effective to vest in VIKING good, absolute, and marketable title to NORSAFE's Assets being transferred to VIKING by NORSAFE, free and clear of all liens, charges and encumbrances, and restrictions;

(ii) NORSAFE will deliver to VIKING all material contracts, agreements, commitments, and rights pertaining to NORSAFE's business and other data relating to its assets, business and operations, except its books of account and supporting records, corporate minute books and stock transfer records of NORSAFE; and

(iii) Simultaneously with such delivery, NORSAFE will take all such steps as may be requisite to put VIKING in actual possession, operation and control of the properties, assets and business to be transferred hereunder.

(f) Further Assurances to VIKING: From time to time, after the Closing, at the request of VIKING, NORSAFE will execute and deliver to VIKING such other instruments of conveyance and transfer and take such other action as VIKING may reasonably require more effectively to convey, transfer to, and vest in VIKING, and to put VIKING in possession of, any of the properties or assets to be conveyed, transferred, and delivered to VIKING hereunder.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1 Waivers. No waiver will be binding unless it is in writing and signed by the Party making the waiver. A Party's waiver will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

6.2 Amendment. This Agreement may be amended at any time before the Closing Date with the approval of the Parties, as long as the amendment will not change the conversion ratios set forth in Section 1 of this Agreement without the approval of the shareholders or members, as is applicable, of the Parties.

6.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflicts of law.

6.4 Binding Effect. Except as provided otherwise herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

6.5 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

6.6 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

6.7 Expenses. All fees and expenses incurred by each Party in connection with this Agreement and the transaction contemplated in this Agreement shall be borne by that Party.

6.8 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

6.9 Attorney Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party's reasonable attorney's fees and other fees, costs, and expenses of every kind.

6.10 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior agreement or understanding among the Parties concerning its subject matter.

6.11 Assignment. This Agreement may not be transferred, assigned, pledged or hypothecated by either Party without the prior written consent of the other.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. Furthermore, this Agreement may be executed by a Party's signature transmitted by facsimile or by electronic mail, and copies of this Agreement executed and delivered by means of faxed or electronic mail shall have the same force and effect as copies hereof executed and delivered with original signatures. All Parties hereto may rely upon faxed or electronic mail as if such signatures were originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

NORSAFE:



Name: Nicholas Hardaway
Title: General Manager
Address: 668 Distributors Row
Suite D
Jefferson, LA 70123

VIKING:



Name: Aurelio Osle
Title: Secretary
Address: 11255 NW 106 Street
Suite 1
Miami, FL 33178

EXHIBIT "A"

PROPERTY SCHEDULE

WHEREAS, the Transferor has entered into an agreement dated the 24th day of May, 2020, to deliver the business to VIKING LIFE-SAVING EQUIPMENT (AMERICA), INC., hereinafter referred to as the "Transferee", including the Transferor's Customers, inventory, furniture, fixtures, tax losses and equipment, transferable insurance policies, and all contracts, licenses and deposits thereunder owned and used by the Transferor in its Business all as more specifically enumerated below:

NOW, THEREFORE, the Transferor and the Transferee have prepared the following schedule of the property being transferred sufficient to identify it:

(SEE ATTACHED LIST)

NORSAFE MARINE AND OFFSHORE
SERVICES, LLC

By: 
Nicholas Hardaway, General Manager

Dated: 05/08/2020, 2020