

FD8000005223

Florida Department of State
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**MERGER OR SHARE EXCHANGE
MAXVILLE CORPORATION**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$113.75

DEC 22 PM 4:11

ARTICLES OF MERGER
NEW GIC CORPORATION
and
GILMAN INDUSTRIAL BUILDING COMPANY
with and into
MAXVILLE CORPORATION

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act:

First:

The name and jurisdiction of the surviving corporation:

Maxville Corporation - a Delaware corporation - Document Number: F08000005223

Second:

The name and jurisdiction of each constituent corporation:

New GIC Corporation - a Delaware corporation - Document Number: F01000000613

Gilman Industrial Building Company - a Florida corporation - Document Number: J39494

Maxville Corporation - a Delaware corporation - Document Number: F08000005223

Third:

The law of the state under which each corporation that is a party to this merger is incorporated permits such merger.

Fourth:

The Plan of Merger is attached hereto as Exhibit A.

Fifth:

The merger shall be effective as of 11:55 p.m. EST on December 31, 2017.

Sixth:

The Plan of Merger was adopted by the shareholder of the surviving corporation on December 22, 2017.

Seventh:

The Plan of Merger was adopted by the shareholder of each of the merging corporations on December 22, 2017.

Eighth:

It is agreed that, upon the merger becoming effective, the surviving corporation:

- a. Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the merging Florida corporation; and
- b. Agrees to promptly pay to the dissenting shareholder of the merging Florida corporation the amount, if any, to which it is entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

Ninth:

Each of the undersigned corporations has caused this statement to be signed by a duly authorized officer who affirms under penalties of perjury that the facts stated above are true and correct.

MAXVILLE CORPORATION
a Delaware corporation

By: 

Sean McLaren, President

NEW GIC CORPORATION
a Delaware corporation

By: 

Sean McLaren, President

GILMAN INDUSTRIAL BUILDING COMPANY
a Florida corporation

By: 

Sean McLaren, President

Kim Tadlock 8004323622

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Exhibit A

Plan of Merger

See attached.

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AGREEMENT AND PLAN OF MERGER
(Step 1)

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 22, 2017, by and among MAXVILLE CORPORATION, a Delaware corporation ("Acquiror"), and GILMAN INDUSTRIAL BUILDING COMPANY, a Florida corporation ("GIBC"), and NEW GIC CORPORATION, a Delaware corporation ("New GIC," and together with GIBC, the "Companies").

WHEREAS, the Companies are wholly-owned subsidiaries of the Acquiror;

WHEREAS, the respective Boards of Directors and stockholder of the Acquiror and the Companies have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholder; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Companies will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger") in a manner consistent with the applicable laws of the States of Delaware and Florida; and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended;

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:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, the Companies shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Companies shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the General Corporation Law of the State of Delaware (the "DGCL") and the Florida Business Corporation Act (the "FBCA").

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with the DGCL with the Secretary of State of the State of Delaware and Articles of Merger (the "Articles of Merger") complying with the FBCA with the Secretary of State of the State of Florida, with respect to the Merger. The Merger shall become effective on December 31, 2017 at 11:55 P.M. EST (the "Effective Time").

(b) The Merger shall have the effects set forth in the DGCL and the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Companies shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Companies shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by applicable law. The certificate of incorporation of the Acquiror in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by applicable law.

5. Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Companies or the holders of shares of capital stock of the Companies:

(a) each share of stock of the Companies issued and outstanding immediately prior to the Effective Time shall automatically be canceled and shall cease to exist without any consideration being paid therefor; and

(b) each share of stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. 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.

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

10. 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.

11. Termination. At any time prior to the Effective Time, this Agreement may be terminated by the boards of directors of the Acquiror and the Companies notwithstanding approval of this Agreement by the stockholders of the Acquiror and the Companies.

12. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware; provided, however, that the laws of the State of Florida shall apply to the Merger where mandated by the FBCA.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MAXVILLE CORPORATION

By: 
Sean McLaren, President

**GILMAN INDUSTRIAL BUILDING
COMPANY**

By: 
Sean McLaren, President

NEW GIC CORPORATION

By: 
Sean McLaren, President