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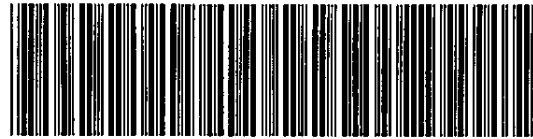
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DITCH WITCH SALES, 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:

Raymond S. Kreienkamp
Contact Person

Husch Blackwell LLP
Firm/Company

190 Carondelet Plaza, Suite 600
Address

St. Louis, Missouri 63105
City/State and Zip Code

kcudney@ditchwitchsales.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Raymond S. Kreienkamp
Name of Contact Person

At (314)

345-6478
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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 15, 2014

RAYMOND S. KREIENKAMP
HUSCH BLACKWELL LLP
190 CORONDELET PLAZA - STE. 600
ST. LOUIS, MO 63105

SUBJECT: DWFL, INC.
Ref. Number: P12000007465

We have received your document for DWFL, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The above listed corporation was voluntarily dissolved on May 12, 2014. In order to file the merger, the corporation must be revoke the dissolution to become active again. Please see the enclosed form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 214A00015152

ARTICLES OF MERGER

Pursuant to The Missouri General and Business Corporation Law of Missouri and the Florida Business Corporation Act, the undersigned hereby set forth these Articles of Merger and certify the following statements:

1. The name and state of incorporation of each corporation which is to merge is:

<u>Name</u>	<u>State of Incorporation</u>
Ditch Witch Sales, Inc.	Missouri
DWFL, Inc.	Florida

2. A Plan of Merger has been approved and authorized on June 23, 2014, by the board of directors and shareholders of Ditch Witch Sales, Inc. in accordance with Mo. Rev. Stat. §351.420 and 351.425, and approved and authorized on June 23, 2014, by the board of directors and shareholders of DWFL, Inc. in accordance with Fla. Stat. §607.1101 and 607.1103.
3. The effective date of the merger is June 30, 2014.
4. The name of the surviving corporation is: Ditch Witch Sales, Inc.
5. The Articles of Incorporation of Ditch Witch Sales, Inc. will not be amended in connection with the merger and will be the Articles of Incorporation of the surviving corporation after the merger.
6. The Plan of Merger is attached. The executed Plan of Merger is on file at the principal place of business of the surviving corporation, which is located at 1617 S. Service Road, Sullivan, Missouri 63080.
7. A copy of the Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any corporation that is a party to the merger.

IN AFFIRMATION THEREOF, THE FACTS STATED ABOVE ARE TRUE.

Executed this 23rd day of June, 2014.

DITCH WITCH SALES, INC.

By: _____

Grant Medlin, President

DWFL, INC.

By: _____

Grant Medlin, President

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PLAN OF MERGER

THIS PLAN OF MERGER (this "**Plan**") is made and entered into effective as of June 30, 2014, by and between DITCH WITCH SALES, INC., a Missouri corporation ("**Sales**"), and DWFL, Inc., a Florida corporation ("**DWFL**" and, together with Sales, the "**Constituent Corporations**").

WHEREAS, Grant Medlin and Rebecca Medlin, Trustees of the Grant Medlin Revocable Living Trust dated March 27, 2007 (the "**Grant Medlin Trust**"), which trust is treated as wholly owned by Grant Medlin for federal income tax purposes, is the sole shareholder of Sales;

WHEREAS, Grant Medlin TOD the Grant Medlin Revocable Living Trust dated March 27, 2007, is the sole shareholder of DWFL;

WHEREAS, Sales is a general business corporation duly organized under the laws of the state of Missouri, and has elected to be treated as an S corporation for federal income tax purposes;

WHEREAS, DWFL is a general business corporation duly organized under the laws of the state of Florida, and has elected to be treated as an S corporation for federal income tax purposes; and

WHEREAS, Sales desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of DWFL, by means of a merger of DWFL with and into Sales under and pursuant to the terms and conditions of Sections 351.410, 351.420, and 351.430 of The General and Business Corporation Law of Missouri (the "**Missouri Act**"), Sections 607.1101 and 607.1107 of the Florida Business Corporation Act (the "**Florida Act**"), and this Plan (the "**Merger**"), with Sales being the sole resulting and surviving corporation to the Merger, and succeeding to all of the assets, rights and properties of DWFL;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations agree as follows:

1. Merger. On the Effective Date (as hereinafter defined), the separate existence of DWFL shall cease, and DWFL shall be merged with and into Sales, with Sales as the Merger's surviving corporation, pursuant to this Plan, the Missouri Act, and the Florida Act. The shareholders and board of directors of Sales and the shareholders and board of directors of DWFL have authorized and approved this Plan and the culmination of the Merger in accordance with Sections 351.420 and 351.425 of the Missouri Act and Sections 607.1101 and 607.1103 of the Florida Act.

2. Effective Date. The Merger will become effective on June 30, 2014 (the "**Effective Date**").

3. Conversion of Shares.

a. Each share of the common stock of Sales outstanding on the Effective Date shall be and continue to be one (1) share of the common stock of the surviving corporation, without the issuance of any new certificate or certificates representing such shares of common stock of the surviving corporation, and the certificates representing such shares of common stock of Sales shall continue to represent the same number of shares of common stock of the surviving corporation.

b. Each share of the common stock of DWFL outstanding on the Effective Date shall be extinguished, cancelled, and retired and the certificates representing such shares of common stock of DWFL shall be marked with the words "Extinguished in Merger" and no certificates representing shares of Sales shall be issued in exchange therefor.

4. Filing. If this Plan is duly adopted and is not terminated as permitted by Section 7, Articles of Merger, prepared and executed in accordance with the applicable laws of the state of Missouri, will be filed with the Missouri Secretary of State and the Florida Department of State. The parties intend to file the Articles of Merger before June 30, 2014, but within ninety (90) days of such date, for the Merger to be effective on June 30, 2014.

5. Surviving Corporation; Governing Documents. Sales shall be the surviving corporation of the Merger, and its name shall remain "Ditch Witch Sales, Inc." The Certificate of Incorporation, the Articles of Incorporation, and the Bylaws of Sales shall not be changed as a result of or in connection with the Merger.

6. Assets, Liabilities, and Rights. As of the Effective Date, the assets and liabilities of DWFL will be taken up on the books of Sales at the amount at which they shall at that time be carried on the books of DWFL, subject to such adjustments, if any, as may be necessary to conform to Sales's accounting procedures. In addition, all of the rights, privileges, and immunities of DWFL and all property (real, personal, and mixed) and debts due to DWFL will be vested, for all purposes and in all respects, in Sales.

7. Amendment and Termination. To the extent permitted by applicable laws at any time prior to the Effective Date, this Plan may be (a) amended by an agreement in writing between the President of Sales and the President of DWFL, or (b) terminated by either the President of Sales or the President of DWFL.

8. Intention of the Parties Regarding Tax Matters.

a. The parties hereto intend that the Merger qualify as a statutory merger described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and that no gain or loss shall be recognized by any of the parties hereto as a result of the Merger. Accordingly, all provisions of this Plan shall be construed to carry out such

intention. Any provision hereof which is inconsistent with such intention shall be null and void and of no effect.

b. The parties hereto intend that, immediately upon the Merger, Sales' taxpayer identification number shall be used for the surviving corporation.

c. Sales' S election shall continue for the surviving corporation.

9. Miscellaneous.

a. *Inurement.* This Plan shall be binding on and inure to the benefit of each party's successors and assigns.

b. *Entire Agreement; Amendment.* This Plan contains the entire agreement of the parties with respect to the subject matter hereof, and may not be amended or supplemented except by a writing signed by both parties hereto.

c. *Choice of Law.* This Plan shall be governed by and construed in accordance with the laws of the State of Missouri, without reference to its choice of law rules.

d. *Headings.* The headings in this Plan are for reference purposes only and shall not in any way affect the meaning or construction of this Plan.

e. *Counterparts.* This Plan may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed as of the date first above written.

DITCH WITCH SALES, INC.

DWFL, INC.

By: _____

Grant Medlin, President

By: _____

Grant Medlin, President