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DIVISION OF CORPORATIONS
STATE

Neiger
C.COULLETTE

DEC 15 2008

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Dale Tadlock Roofing, 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:

Pamela K. Bailey, FRP, Paralegal
(Contact Person)

Bryant Miller Olive
(Firm/Company)

101 North Monroe Street, Suite 900
(Address)

Tallahassee, Florida 32301
(City/State and Zip Code)

For further information concerning this matter, please call:

Pamela K. Bailey At (850) 222-8611
(Name of Contact Person) (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

ARTICLES OF MERGER

THE UNDERSIGNED hereby makes and files these Articles of Merger in accordance with Sections 607.1104 and 607.1105, Florida Statutes (2008), regarding the merger of Tadlock Leasing Co., a Florida corporation (the "Parent"), with and into its wholly-owned subsidiary corporation, Dale Tadlock Roofing, Inc., a Florida corporation (the "Subsidiary").

Article I

The Parent is hereby merged with and into the Subsidiary pursuant to the Plan and Agreement of Merger of even date herewith (the "Plan"), a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

Article II

The effective date of the merger shall be January 1, 2009.

Article III

The Parent has, at all times since the organization of the Subsidiary owned 100 percent of the outstanding shares of the capital voting (no par value) common stock of the Subsidiary. The merger of the corporations in accordance with the Plan has been approved by the unanimous votes of the respective boards of directors and the shareholders of the corporations on December 12, 2008. Such approval is sufficient under Florida law to authorize the merger.

THE UNDERSIGNED have hereunto set their respective hands and seals as of this 12th day of December, 2008.

SUBSIDIARY:

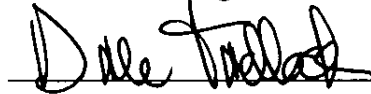
Dale Tadlock Roofing, Inc.



Dale Tadlock, President

PARENT:

Tadlock Leasing Co.



Dale Tadlock, President

EFFECTIVE DATE
01-01-09

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 DEC 15 PM 12:16

FILED

EXHIBIT "A"

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER

THIS PLAN is entered into this 12th day of December, 2008, regarding the merger of TADLOCK LEASING CO., a Florida corporation ("TLC"), with and into DALE TADLOCK ROOFING, INC., a Florida corporation ("DTR"), under the name of DTR with DTR as the surviving corporation. The respective Boards of Directors and shareholders of TLC and DTR have approved and made this Plan and have authorized its execution and the undertakings hereinafter set forth.

WITNESSETH:

THAT, WHEREAS, TLC was originally formed to serve as a holding company owning all of the outstanding capital stock of DTR, for the purpose of providing certain administrative services for TLC and for other business purposes; and

WHEREAS, TLC is now the owner of all of the outstanding shares of the capital common stock of DTR; and

WHEREAS, since the organization of TLC, and due to the occurrence of certain business and economic circumstances, the benefits of the parent and subsidiary structure of the constituent corporations has diminished and the purposes for which such structure was originally intended have been frustrated; and

WHEREAS, the respective Boards of Directors and shareholders of TLC and DTR now deem it to be in their best interests to merge the corporations pursuant to Section 607.1104, Florida Statutes (2008), in a manner intended to qualify as a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("I.R.C."), with DTR as the surviving corporation.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is conclusively acknowledged, TLC and DTR hereby enter into this Plan and prescribe the terms and conditions of the merger of TLC with and into DTR (the "Merger"), and the manner of carrying the Merger into effect, as follows:

1. Merger. Upon the Effective Date, TLC shall merge with and into its wholly-owned subsidiary corporation, DTR, in accordance with Section 607.1104, Florida Statutes (governing the merger of a corporation with and into its subsidiary corporation). DTR shall be the survivor corporation and shall

continue to operate as such under its existing Articles of Incorporation and By-laws, pursuant to the provisions of, and with the effect provided for in, Section 607.1101, et seq., Florida Statutes. The appropriate officers of DTR and TLC shall cause Articles of Merger to be prepared and filed with the appropriate office of the State of Florida, Department of State in accordance with Section 607.1105, Florida Statutes.

2. Effective Date. The Merger contemplated hereby shall be effective as of January 1, 2009 (the "Effective Date").
3. Assets. Upon the Effective Date, the corporate existence of TLC shall be merged with and continued in DTR. All rights, franchises and interests of TLC in and to every type of property (whether real, personal, tangible, intangible or mixed) and chose in action shall be transferred to and vested in DTR by virtue of the Merger without the necessity of any deed or other action or document of transfer.
4. Liabilities. Upon the Effective Date, DTR shall be liable for all liabilities of TLC, and all debts, liabilities, obligations and contracts of TLC, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of TLC shall be those of DTR and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on property of TLC shall be preserved and unimpaired.
5. Boards of Directors and Officers. Upon the Effective Date, the current members of the Board of Directors and officers of DTR shall continue to serve as the members of its Board of Directors and as its officers, and shall so serve for the remainder of their current terms or appointments. The terms of the existing members of the Board of Directors and officers of TLC shall end on the Effective Date and they shall cease to serve as its directors and officers without the need for formal written resignation or removal.
6. Exchange/Cancellation of Shares. Upon the Effective Date, all of the corporate books and records of TLC shall be delivered to the Secretary of DTR. Further, all of the shareholders of TLC shall deliver the certificates to the Secretary of DTR the certificate(s) representing all of the outstanding shares of the sole class of the voting capital common stock (no par value) of TLC (the "TLC Stock") for cancellation. In exchange therefore, DTR shall issue, and the former shareholders of TLC shall receive, certificates

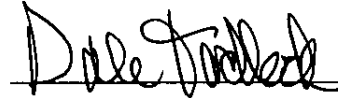
representing a number of shares of the sole class of the voting capital common stock (\$1.00 par value) of DTR equal to the number of shares of the TLC Stock formerly owned by such shareholder as of the Effective Date of the Merger.

7. Conditions. Effectuation of the Merger as herein provided is conditioned upon the ratification and confirmation of this Plan by the unanimous vote of the shareholders of each of DTR and TLC.
8. Governing Law. This Plan and the Merger shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, this Plan has been executed as of the Effective Date.

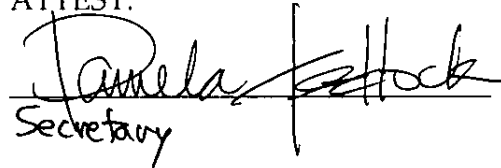
DTR:

DALE TADLOCK ROOFING, INC.



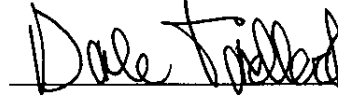
Dale Tadlock, President

ATTEST:


Secretary

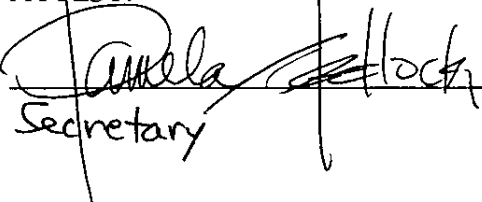
TLC:

TADLOCK LEASING CO.



Dale Tadlock, President

ATTEST:


Secretary