

# H38637

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(City/State/Zip/Phone #)

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*Merger*

04/17/14--01002--025 \*\*70.00

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16 APR 17 PM 2:08  
FBI - TAMPA

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28 APR 17 PM 4:52  
FBI - TAMPA  
TAMPA, FLORIDA

*DR*  
*4/17/14*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Florida Coast Equipment, 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:

Jason Bachman, president  
*Contact Person*

Florida Coast Equipment, Inc.  
*Firm/Company*

9775 Boynton Beach Blvd.  
*Address*

Boynton Beach, FL 33472  
*City/State and Zip Code*

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

For further information concerning this matter, please call:

Jason Bachman At ( 561 ) 369-0414  
*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

FILED  
28th APR 17 PM 4:52  
CLERK OF COURT  
JULIA A. GARR, FLORIDA  
Business Corporation Act,  
39

**First:** The name and jurisdiction of the surviving corporation:

**Second:** The name and jurisdiction of each merging corporation:

**Third:** The Plan of Merger is attached.

**OR**                /          /           (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

Jason Bachman, president

Jason Bachman, president

**(Non Subsidiaries)**

**First:** The name and jurisdiction of the surviving corporation:

### Jurisdiction

**Palm Beach County**

### Jurisdiction

**Palm Beach County**

Attached is a copy of the Merger Agreement. To summarize, the same shareholder owns 100% of the authorized, issued and outstanding common and preferred stock of each entity. Therefore, the same sole shareholder will own 100% of the surviving entity and the merging entities stock will be cancelled.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:  
*See above and the attached Merger Agreement..*

(Attach additional sheets if necessary)

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**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:  
See the attached Merger Agreement.

### MERGER AGREEMENT

Agreement of merger dated 4/7/14 [date], by and between Florida Coast Equipment, Inc., a Florida corporation (sometimes called "Florida Coast Equipment"), and Westrac Equipment Co., a Florida corporation (sometimes called "Westrac"), the two corporations acting by their respective boards of directors and sometimes collectively referred to as the "constituent corporations."

*Florida Coast Equipment is a corporation organized and existing under the laws of the State of Florida, having been incorporated on January 18, 1985. The principal office of the corporation in the State of Florida is located at 9775 W. Boynton Beach Blvd., Boynton Beach, FL 33472, and its resident agent in charge is Dennis Davis upon whom legal process against Florida Coast Equipment may be served in the State of Florida. The principal place of business of Dennis Davis is located at 6572 NW 103<sup>rd</sup> Terrace, Parkland, FL 33076.*

The authorized capital stock of Florida Coast Equipment consists of 750,000 shares of the par value of \$1.00 per share, of which 750,000 shares are presently issued, 750,000 shares are outstanding, 0 shares are held in the treasury of Florida Coast Equipment and 0 shares are issuable upon exercise of options granted under the restricted stock option plan of Florida Coast Equipment. Section 607.1101 of the Florida general corporation law confers upon Florida Coast Equipment the power to merge with a Florida corporation, and section 607.1101 of the law confers Florida Coast Equipment the right to issue its own shares in exchange for shares of any corporation to be merged into Florida Coast Equipment.

Westrac is a corporation organized and existing under the laws of the State of Florida, having been incorporated on January 3, 2005. The principal office of the corporation in the State of Florida is located at 694 Commercial Blvd., Naples, FL 34104, and its resident agent in charge is Florida Coast Equipment, upon whom legal process against Westrac may be served in the State of Florida. The principal place of business of Westrac is located at 694 Commercial Blvd., Naples, FL 34104.

The authorized capital stock of Westrac consists of (a) 0 shares of second cumulative preferred stock, par value \$0 per share, none of which is presently issued and outstanding, and (b) 10,000 shares of common stock, par value \$.01 per share, of which 10,000 shares are presently issued, 10,000 shares are outstanding, 0 shares are held in the treasury of Westrac and 0 shares are reserved for future issuance under present commitments. Section 607.1101 of the Florida general corporation law confers upon Westrac the power to merge with another Florida corporation; and under section 607.1101 of law the resulting corporation, upon the filing and recording of the agreement of merger between Westrac and the resulting corporation, possesses all the powers and property formerly possessed by Westrac.

The respective boards of directors of Florida Coast Equipment and Westrac deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to section 607.1101 of the Florida general corporation law.

In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the parties that, in accordance with the provisions of the laws of Florida,

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Florida Coast Equipment and Westrac shall be, and they are, as of the merger date (as defined in paragraph 3 of Article I) merged into a single surviving corporation (sometimes called the "surviving corporation"), which shall be and is Florida Coast Equipment, one of the constituent corporations, which shall continue its corporate existence and remain a Florida corporation governed by the laws of that state, all on the terms and conditions set forth.

## Article I

### Merger

1. This agreement of merger (sometimes called the "agreement"), shall be submitted for adoption and approval by the shareholders of each of the constituent corporations at separate meetings, each of which shall be held in accordance with section 607.1101 of the State general corporation law.

2. Upon the adoption and approval of this agreement by the respective shareholders of the constituent corporations, the facts shall be certified on this agreement and this agreement shall be signed, acknowledged, filed and recorded in the manner required by section 607.0120 of the Florida general corporation law.

3. The merger of Westrac into Florida Coast Equipment shall become effective upon the filing and recording of this agreement, pursuant to section 607.1101 of the Florida general corporation law, in the office of the Secretary of State of the State of Florida and the offices of the respective recorders of the Counties of Palm Beach, State of Florida. The date on which the taking of the actions in this paragraph is completed is referred to in this agreement of the "merger date."

## Article II

### Name and Continued Corporate Existence of Surviving Corporation

The corporate name of Florida Coast Equipment Inc., the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of Westrac shall be wholly merged into Florida Coast Equipment. Accordingly, on the merger date the separate existence of Westrac, except insofar as continued by statute, shall cease.



### Article III

#### Governing Law

##### Certificate of Incorporation

As stated, the laws of Florida shall govern the surviving corporation. From and after the merger date, the certificate of incorporation of Florida Coast Equipment attached as Appendix A and incorporated with the same force and effect as if here set out in full (which Appendix A represents composite certificate of incorporation of Florida Coast Equipment filed in the office of the Secretary of State of the State of Florida on \_\_\_\_\_[date], and all amendments now in force, together with further amendments of articles Third, Fourth and Ninth, to read as set forth, which further amendments shall become effective upon the merger date) shall be and become the certificate of incorporation of the surviving corporation. In addition, to the powers conferred upon it by law, the surviving corporation shall have the powers set forth in Appendix A and be governed by those provisions. From and after the merger date, and until further amended as provided by law, Appendix A may be certified, separate and apart from this agreement, as the certificate of incorporation of the surviving corporation.

### Article IV

#### Bylaws of Surviving Corporation

From and after the merger date the present bylaws of Florida Coast Equipment shall be and become the bylaws of the surviving corporation until they shall be altered, amended or repealed, or until new bylaws shall be adopted, in accordance with the provisions of law, the bylaws and the certificate of incorporation.

### Article V

#### Directors and Officers

1. The number of directors of the surviving corporation, who shall hold office until their successors have been duly elected and shall have qualified, or as otherwise provided in the certificate of incorporation of the surviving corporation or its bylaws, shall be 4 until changed by action of the board of directors of the surviving corporation pursuant to its bylaws; and the respective names of the first directors of the surviving corporation are as follows:

Name

Jason Bachman

Director, President

Name

Jason Watson

Director, Vice-President

Karla Davis

Director, Secretary, Treasurer

Dennis Davis

Director-CEO

2. The first annual meeting of the shareholders of the surviving corporation after the merger date shall be the annual meeting provided by the bylaws of the surviving corporation for the year 2014.

3. The first officers of the surviving corporation, who shall hold office until their successors have been elected or appointed and shall have qualified, or as otherwise provided its bylaws, are the officers of Florida Coast Equipment immediately prior to the merger date.

4. If, on or after the merger date, a vacancy shall for any reason exist in the board of directors of the surviving corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the certificate of incorporation of the surviving corporation or in its bylaws.

#### Article VI

##### Capital Stock of Surviving Corporation

The capitalization of the surviving corporation upon the merger date shall be as set forth in the certificate of incorporation of the surviving corporation.

#### Article VII

##### Conversion of Securities on Merger

The manner and basis of converting the shares of stock of each of the constituent corporations into shares of stock of the surviving corporation are as follows:

1. Each issued share of common stock, of the par value of \$1.00 each, of Florida Coast Equipment, including shares held in the treasury of Florida Coast Equipment, shall, on the merger date continue to be issued shares of common stock, par value \$1.00 per share, of the surviving corporation. Each of the shares of common stock, par value \$.01 per share of

Westrac outstanding on the merger date (called "Westrac stock"), and all rights shall upon the merger date be cancelled, as the same, sole shareholder owns 100% of the authorized, issued and outstanding common and preferred stock of each entity. Therefore, the same sole shareholder will own 100% of the surviving corporation.

## Article VIII

### Assets and Liabilities

1. On the merger date, all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other

interest of or belonging to either of constituent corporations shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property and every other interest shall be as effectually the property of the surviving corporation as it was of the respective constituent corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be submitted in place of either of the constituent corporations. The parties respectively agree that from time to time, *when requested by the surviving corporation* or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the surviving corporation may *deem necessary or desirable in order to vest in and confirm to the surviving corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this agreement.*

## Article IX

### Conduct of Business by Constituent Corporations

Prior to the merger date Westrac shall conduct its business in its usual ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as provided. Without limiting the generality of the above Westrac shall not, and will not permit any subsidiary to, except as otherwise consented to in writing by Florida Coast Equipment or as otherwise provided in this agreement:

(1) Issue or sell any shares of its capital stock in addition to those outstanding on this date, except shares issued pursuant to rights or options outstanding at that date;

(2) Issue rights to subscribe to or options to purchase any shares of its stock in addition to those outstanding this date;

(3) Amend its certificate of incorporation or its bylaws;

(4) Issue or contract to issue funded debt (except loans between Westrac and any of its subsidiaries, or between subsidiaries);

(5) Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger in amounts to be determined after the merger date;

(6) Mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;

(7) Sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business;

(8) Sell, assign, or otherwise transfer any trademark, trade name, patent or other tangible asset;

(9) Default in performance of any material provision of any material contract or other obligation;

(10) Waive any right of any substantial value; or

(11) Purchase or otherwise acquire any equity or debt security of another corporation except to realize on an otherwise worthless debt.

## Article X

### Warranties of the Constituent Corporations

Westrac covenants, represents and warrants to Florida Coast Equipment that:

(1) It and each of its subsidiaries is on the date of this agreement and will be on the merger date (a) a corporation duly organized and existing and in good standing under the laws of the jurisdiction in which it is incorporated, (b) duly authorized under its certificate of incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it, and (c) it or its subsidiaries are fully qualified to do business in all states where it or they own or lease plants;

(2) All federal, state and local tax returns required to be filed by it, or by any of its subsidiaries, on or before the merger date will have been filed, and all taxes shown to be required to be paid on or

before the merger date will have been paid;

(3) It and each of its subsidiaries will use its best efforts to collect the accounts receivable owned by it on or prior to the merger date and will follow its past practices in connection with the extension of any credit prior to the merger date;

(4) All fixed assets owned by it or any of its subsidiaries and employed in their respective businesses are of the type, kind and condition appropriate for their respective businesses and will be operated in the ordinary course of business until the merger date;

(5) All leases with an annual rental in excess of \$100.00 now held by it are now and will be on the merger date in good standing and not voidable or void by reason of any default whatsoever;

(6) During the period between \_\_\_\_\_[date], and the date of this agreement, except as disclosed in writing to Florida Coast Equipment, neither it nor any subsidiary has taken any action, or suffered any conditions to exist, to any material or substantial extent in the aggregate, which it has agreed in Article IX or this Article X of this agreement not to take or to permit to exist during the period between the date of this agreement and the merger date (other than regular quarterly dividends on its common stock and other than the repurchase of not more than 0 shares of its commons stock);

(7) It has not been represented by any broker in connection with the transaction contemplated, except as it has advised Florida Coast Equipment in writing; and

(8) Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this agreement, and the performance of the transactions contemplated by this agreement.

Westrac in addition to other action which it has covenanted, represented, and warranted to Florida Coast Equipment that it will take, will also

(1) Use its best efforts to preserve its business organization intact, to keep available to Florida Coast Equipment the present officers and employees of Westrac, and to preserve for Florida Coast Equipment the relationships of Westrac with suppliers and customers and others having business relations with Westrac; and

(2) Not, and will not permit its subsidiaries to , increase the compensation, wages, or other benefits payable to its or its subsidiaries' officers or employees, whose total individual compensation, for services rendered to Westrac and/or any subsidiary is currently at an annual rate of more than \$\_\_\_\_\_, other than increases which Florida Coast Equipment has approved in writing.

Florida Coast Equipment covenants, represents and warrants to Westrac that:

(1) Florida Coast Equipment is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to own its properties and to carry on

its business as now being conducted; and

(2) Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this agreement, and the performance of the transactions contemplated by this agreement.

#### Article XI

##### Consummation of Merger

If the merger contemplated is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the constituent corporations, be borne by the surviving corporation. If the merger is not completed, each of the constituent corporations shall be liable for, and shall pay, the expenses incurred by it.

#### Article XII

##### Resident Agent

The respective names of the county and the city within the county in which the principal office of the surviving corporation is to be located in the State of Florida, the street and number of the principal office, the name of the registered agent will, as of the merger date, be the same.

#### Article XIII

##### Right to Amend Certificate of Incorporation

The surviving corporation reserves the right to amend, alter, change or repeal its certificate of incorporation in the manner now or later prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the certificate of incorporation on shareholders, directors or officers of the surviving corporation, or any other person, are subject to this reserved power.

#### Article XIV

##### Miscellaneous

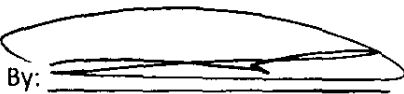
1. The representations and warranties contained in Article X of this agreement and any liability of one constituent corporation to the other for any default under the provisions of Articles IX or X of this agreement, shall expire with, and be terminated and extinguished by, the merger under this agreement on the merger date.

2. To enable Florida Coast Equipment to coordinate the activities of Westrac into those of Florida Coast Equipment on and after the merger date, Westrac shall, before the merger date, afford to the officers and authorized representatives of Florida Coast Equipment free and full access to the plants, properties, books and records of Westrac, and the officers of Westrac will furnish Florida Coast Equipment with financial and operating data and other information as to the business and properties of Westrac and its subsidiaries as Florida Coast Equipment shall from time to time reasonably request. Florida Coast Equipment shall, before the merger date, afford to the officers and authorized representatives of Westrac such access, and Florida Coast Equipment's officers will furnish such data and information to Westrac, as may be reasonably required by Westrac for the preparation of its proxy statement in connection with the meeting of shareholders to be called pursuant to section 1 of Article I of this agreement. Florida Coast Equipment and Westrac agree that, unless and until the merger contemplated by this agreement has been consummated, Florida Coast Equipment and Westrac and their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain, and if the merger provided for is not consummated as contemplated, Florida Coast Equipment and Westrac will each return to the other party all data as the other party may reasonably request.

3. For the convenience of the parties and to facilitate the filing or recording of this agreement, any number of counterparts may be executed and each executed counterpart shall be deemed to be an original instrument.

In witness, the directors, or a majority of them, of each of the constituent corporations have duly subscribed their names to this agreement under the corporate seal of their respective corporation, all as of the day and year first written above.

Westrac Equipment Co.

By: 

Jason Bachman, president

By: 

Jason Watson, vice-president

By: 

(SEAL)

Karla Davis, secretary/treasurer

Florida Coast Equipment, Inc.

By: 

Jason Bachman, president/director

By: 

Jason Watson, vice-president/director

By: 

Karla Davis, secretary/treasurer/director

(SEAL)

By: 

Dennis Davis, CEO/director