

K 77969

Requester's Name

Derrick Bennett
BENNETT, LOGUE & BENNETT

CHARTERED
ATTORNEYS AT LAW
POST OFFICE BOX 2422
PANAMA CITY, FLORIDA 32402

FILED
00 FEB -9 PM 5:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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PR. 850-763-4671
CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #) **300003130203--4**
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****105.00 ****105.00
2. _____ (Corporation Name) _____ (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

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NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Note: Helene gave Authorization to
Chg. Doc. Title, 2/17. JB

Merger

V. SHEPARD FEB 18 2000

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

THE AUTOGLASS DEPARTMENT, INC., a Florida corporation, P94000003389
TOMMY'S GLASS OF PCB, INC., a Florida corporation, P98000070295

INTO

JADEN GLASS CORPORATION, a Florida entity, K77969.

File date: February 9, 2000

Corporate Specialist: Velma Shepard

ARTICLES
AND
PLAN AND AGREEMENT OF MERGER

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THIS AGREEMENT of Merger dated the 31st day of December, 1999, by and between The Autoglass Department, Inc., a corporation organized and existing under the laws of the State of Florida, and Tommy's Glass of PCB, Inc., a corporation organized and existing under the laws of the State of Florida, and Jaden Glass Corporation d/b/a Tommy's Glass and Mirror Company, a Florida corporation;

W I T N E S S E T H :

WHEREAS, The Autoglass Department, Inc. is a corporation duly organized and existing under the laws of the State of Florida, and

WHEREAS, Tommy's Glass of PCB, Inc. is a corporation duly organized and existing under the laws of the State of Florida, and

WHEREAS, The Autoglass Department, Inc. and Tommy's Glass of PCB, Inc. have agreed that they shall merge into Jaden Glass Corporation, d/b/a Tommy's Glass and Mirror Company upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida and further desire this Agreement to serve as the Article's of Merger required under Florida law.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, The Autoglass Department, Inc. and Tommy's Glass of PCB, Inc., the constituent corporations to this Agreement, and Jaden Glass Corporation, all agree as follows:

1. The Autoglass Department, Inc. and Tommy's Glass of PCB, Inc. and Jaden Glass Corporation agree that The Autoglass Department, Inc. And Tommy's Glass of PCB, Inc. shall be merged into Jaden Glass Corporation, d/b/a Tommy's Glass and Mirror Company as a single corporation upon the terms and conditions of this Agreement and that Jaden Glass Corporation shall continue under the laws of the State of Florida as a surviving corporation (hereafter referred to as the "surviving corporation") and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as appears in the articles of incorporation of Jaden Glass Corporation as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the articles of incorporation are incorporated in this Agreement. From and after the effective date and until further amended, altered or restated as provided by law, the articles of incorporation separate and apart from this Agreement shall be and may be separately certified as the articles of incorporation of the surviving corporation.

b. The bylaws of Jaden Glass Corporation in effect on the effective date shall be the bylaws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

c. The persons who upon the effective date of the merger shall constitute the board of directors of the surviving corporation shall be the persons constituting the board of directors of Jaden Glass Corporation on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, that vacancy may be filled in the manner provided in the bylaws of the surviving corporation.

d. The person who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of Jaden Glass Corporation on the effective date.

2. All of the stockholders and all of the board of directors of the constituent corporations consent to and approve of this merger in accordance with the terms and conditions of this Agreement as is evidenced by their signatures in their respective capacities at the end of this instrument, and by such execution all of such stockholders and directors agree that this merger shall become effective upon the filing of this Agreement and Articles of Merger with the office of the Secretary of State of the State of Florida. The date on which the merger becomes effective

is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of The Autoglass Department, Inc. and Tommy's Glass of PCB, Inc. shall cease and they shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of each of the constituent corporations; and 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 things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. Dennis Johnson, Janet Johnson, Kevin Johnson, Wendy Johnson and Michele Johnson, each own shares in each of the constituent corporations. The five persons named above constitute all of the shareholders, directors and officers of the constituent corporations and the certificates representing such shares of common stock of constituent corporation held by the five, without

any action other than the consent to and the approval of this merger by such shareholders, officers and directors, shall be surrendered to the secretary of surviving corporation and he shall cancel such certificates and shall record the cancellations on the books of the corporation. No shares will be exchanged.

5. The parties hereto, as individuals and in their representative capacities, shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. Upon the effective date of the merger, the transfer of the stock of the constituent corporation shall be closed and no transfer of shares of stock shall be made or consummated thereafter.

7. Prior to and from and after the effective date, the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of the constituent corporations, the officers and directors of the constituent corporations shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises and otherwise to carry out the purposes of this Agreement. The surviving corporation shall pay all expenses incurred in connection with this merger and the other transactions contemplated by this Agreement.


8. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the constituent corporations and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

IN WITNESS WHEREOF the duly authorized officers of the constituent corporations, acting in accordance with the authority vested in them, have signed this Plan and Agreement of Merger.


THE AUTOGLASS DEPARTMENT, INC

By 
Dennis Johnson, President

TOMMY'S GLASS OF PCB, INC.

By 
Dennis Johnson, President Sec/Treas

JADEN GLASS CORPORATION

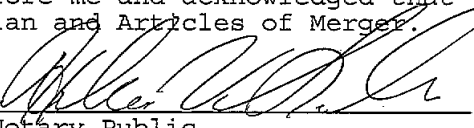
By 
Dennis Johnson, President

I hereby certify that before me this 31st day of December, 1999, personally appeared Dennis Johnson, as President of The Autoglass Department, Inc., Jaden Glass Corporation and Tommy's Glass of PCB, Inc., together with Kevin Johnson, Janet Johnson, Wendy Johnson and Michele Johnson, as all of the shareholders thereof and acknowledged the due execution of this instrument.

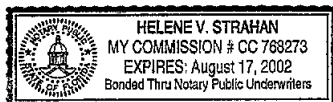

Secretary

STATE OF FLORIDA
COUNTY OF BAY

I hereby certify that on the 2-4-2000, Dennis Johnson, Kevin Johnson, Janet Johnson, Wendy Johnson and Michele Johnson, personally appeared before me and acknowledged that they executed the above Agreement, Plan and Articles of Merger.


Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the undersigned shareholders have hereunto set their hands and seals
on this 31st day of December, 1999

SHAREHOLDERS:

Kevin Johnson {SEAL}
Michelle Johnson {SEAL}
Wendy Gib {SEAL}
Janet Johnson {SEAL}