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(Requestor's Name)

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(City/State/Zip/Phone #)

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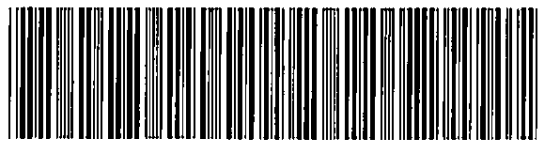
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2017 NOV 15 AM 9:29

17 NOV 16 PM 4:01

Merger/CC

NOV 17 2017

ALBRITTON

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date:

11/16/17

ACCT. I20160000072

en: c SW

Name:	Blazer Interco, Inc.
Document #:	
Order #:	10718739

Certified Copy of Arts & Amend:			
Plain Copy:			
Certificate of Good Standing:			
Apostille/Notarial Certification:		Country of Destination:	
		Number of Certs:	

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Amount: \$ 113.75

$$\begin{array}{r} 3 \times 35 = 105 \\ 8.75 \\ \hline 113.75 \end{array}$$

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Blazer Intero, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Jordan Aszman

Contact Person

Parker, Hudson, Rainer & Dobbs LLP

Firm/Company

303 Peachtree Street NE, Suite 3600

Address

Atlanta, GA 30308

City, State and Zip Code

jasz@phrd.com

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

For further information concerning this matter, please call:

Jordan Aszman

at (404) 420-4307

Name of Contact Person

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

FILED
2017 NOV 16 AM 9:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Blazer Interco, Inc.	Delaware	corporation
Blazer Acquisition, Inc.	Delaware	corporation
Blake & Pendleton Holdings, LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Blazer Interco, Inc.	Delaware	corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: These Articles of Merger shall become effective on the date on which these Articles of Merger are filed with the Florida Department of State.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Blazer Interco, Inc.

200 Cherry Street, Suite 402

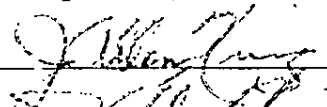
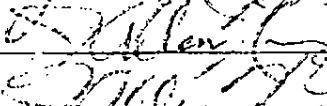
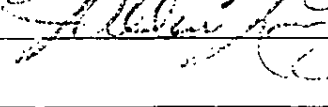
Macon, GA 31201

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Blazer Intereo, Inc.		J. Allen King, President
Blazer Acquisition, Inc.		J. Allen King, President
Blake & Pendleton Holdings, LLC		J. Allen King, Manager

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

Blake & Pendleton Holdings, LLC, a Florida limited liability company

Blazer Acquisition, Inc., a Delaware corporation

AND

Blazer Interco, Inc., a Delaware corporation

Dated November 16, 2017

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is entered into as of November 16, 2017, by and among Blazer Interco, Inc., a Delaware corporation ("Interco"), Blazer Acquisition, Inc., a Delaware corporation and a wholly-owned subsidiary of Interco ("Acquisition"), and Blake & Pendleton Holdings, LLC, a Florida limited liability company and a wholly-owned subsidiary of Acquisition ("B&P Holdings").

RECITALS

WHEREAS, the parties intend that B&P Holdings and Acquisition be merged with and into Interco (the "Merger") with Interco surviving the merger on the terms set forth herein;

WHEREAS, the Board of Directors of Interco (the "Board") and its stockholders (the "Stockholders") have unanimously (a) determined that it is in the best interests of Interco and its Stockholders, and declared it advisable, to enter into this Agreement with Acquisition and B&P Holdings and (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger;

WHEREAS, the Board of Directors and sole stockholder of Acquisition have, on the terms and subject to the conditions set forth in this Agreement, unanimously approved this Agreement;

WHEREAS, the Board of Managers and sole member of B&P Holdings have, on the terms and subject to the conditions set forth in this Agreement, unanimously approved this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

ARTICLE I **THE MERGER**

1.1 **The Merger.** On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law ("DGCL") and the Florida Revised Limited Liability Company Act (the "FL LLC Act"), at the Effective Time, (a) B&P Holdings and Acquisition will merge with and into Interco and (b) the separate corporate and limited liability company existence of Acquisition and B&P Holdings will cease and Interco will continue its corporate existence under the DGCL as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effective Time.** Subject to the provisions of this Agreement, Interco, Acquisition and B&P Holdings will cause a Certificate of Merger (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL and the FL LLC Act. The Merger will become effective at such time as the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware (the effective time of the Merger being referred to as the "Effective Time").

1.3 **Effects of the Merger.** The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of Interco, Acquisition, and B&P Holdings shall vest in the Surviving Corporation, and all

debts, liabilities, obligations, restrictions and duties of each of Interco, Acquisition, and B&P Holdings shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

1.4 **By-laws.** At the Effective Time, the by-laws of Interco as in effect immediately prior to the Effective Time shall become the by-laws of the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable law.

1.5 **Directors and Officers.** The directors and officers of Interco, in each case, immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and by-laws of the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER ON CAPITAL STOCK

2.1 **Merger Consideration.** Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Interco, Acquisition or B&P Holdings or the holders of any capital stock or membership interests of Interco, Acquisition or B&P Holdings, the following shall occur:

(a) **Cancellation of Shares.** All shares of common stock of Acquisition will no longer be outstanding and all shares of common stock of Acquisition will be cancelled and retired and will cease to exist, and the holder of any certificate formerly representing any such shares (each, a "Certificate") will cease to have any rights with respect thereto.

(b) **Cancellation of Membership Interests.** All membership interests of B&P Holdings will no longer be outstanding and all membership interests of B&P Holding swill be cancelled and retired and will cease to exist, and the holder of any certificate formerly representing any such shares (each, a "Membership Interest") will cease to have any rights with respect thereto.

ARTICLE III

MISCELLANEOUS

3.1 **Interpretation; Construction.** The headings herein are for convenience of reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

3.2 **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.

3.3 **Submission to Jurisdiction.** Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or

for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in state or federal court located in Bibb County, Georgia. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 3.5 or in such other manner as may be permitted by applicable laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

3.4 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.4.

3.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 3.5):

If to Interco, Acquisition c/o J. Allen King
or B&P Holdings, to: 200 Cherry Street, Suite 402
 Macon, Georgia 31201

or to such other Persons, addresses or facsimile numbers as may be designated in writing by the Person entitled to receive such communication as provided above.

3.6 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

3.7 **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

3.8 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

3.9 **Remedies.** Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at law or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

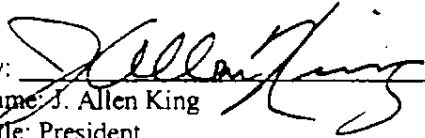
3.10 **Specific Performance.** The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Georgia or any Georgia state court, in addition to any other remedy to which they are entitled at law or in equity.

3.11 **Counterparts; Effectiveness.** This Agreement may be executed two or more counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties.

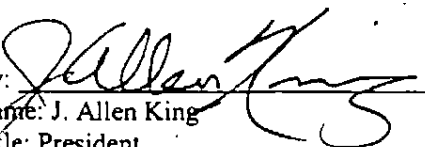
[Signature Page Follows]

EXECUTED as of the date first written above by duly authorized representatives of the parties to the Agreement and Plan of Merger, intending to be bound hereby.

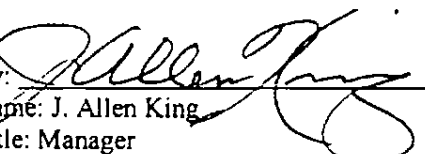
BLAZER INTERCO, INC.

By: 
Name: J. Allen King
Title: President

BLAZER ACQUISITION, INC.

By: 
Name: J. Allen King
Title: President

BLAKE & PENDLETON HOLDINGS, LLC

By: 
Name: J. Allen King
Title: Manager