

3/19/2019

Division of Corporations

Florida Department of State
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Division of Corporations
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Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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MERGER OR SHARE EXCHANGE
EAGLE VIEW MANUFACTURING, LLC

Certificate of Status	0
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Estimated Charge	\$60.00

\$70.00

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Eagle View Manufacturing, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Adrian C. Ribovich, Esq.

Contact Person

Brennan, Manna & Diamond, LLC

Firm/Company

75 East Market Street

Address

Akron, Ohio 44308

City, State and Zip Code

acribovich@bmdllc.com

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

For further information concerning this matter, please call:

Adrian C. Ribovich, Esq.

at (330) 374-7481

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
2019 MAR 22 AM 9:11

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>
Eagle View Windows, Inc.	Florida	Corporation

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>
Eagle View Manufacturing, LLC	Florida	Limited Liability Company

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: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2018

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

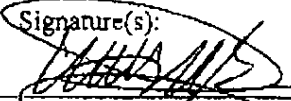

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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:
Eagle View Windows, Inc.		William P. Myers, C.E.O. /Chairman
Eagle View Manufacturing, LLC		William P. Myers, C.E.O

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

PLAN OF MERGER

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>
Eagle View Windows, Inc.	Florida	Corporation

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>
Eagle View Manufacturing, LLC	Florida	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement & Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement & Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement & Plan of Merger

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

William P. Myers - Manager: 13340 International Parkway, Bldg. III, Jacksonville, Florida 32218

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement & Plan of Merger

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached Agreement & Plan of Merger

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made this 31st day of December, 2018, between Eagle View Windows, Inc., a Florida corporation (the "Merging Company"), and Eagle View Manufacturing, LLC, a Florida limited liability company (the "Surviving Company").

RECITALS

A. The original Articles of Incorporation of Merging Company were filed in the office of the Florida Department of State on July 3, 2013.

B. The original Articles of Organization of Surviving Company were filed in the office of the Florida Department of State on August 31, 2016.

C. The shareholders of the Merging Company, and the Merging Company as the sole member of the Surviving Company, deem it advisable that the Merging Company and the Surviving Company (collectively referred to as the "Constituent Companies") be merged under the laws of the State of Florida, and the shareholders and sole member of each of the Constituent Companies have each approved this Agreement by written resolution.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and promises set forth in this Agreement, the Constituent Companies do hereby agree that the Merging Company be and hereby is merged with and into the Surviving Company (the "Merger"), and that the terms and conditions of the Merger, the mode of carrying it into effect, and the manner and basis of converting the shares of the Merging Company are and will be as follows:

1. INCORPORATION OF RECITALS. The recitals contained above are incorporated herein by this reference.

2. NAME. The name of the Surviving Company will be Eagle View Manufacturing, LLC.

3. TERMS OF OPERATION. The present Shareholders Agreement of the Merging Company will be the Amended and Restated Operating Agreement of the Surviving Company and supersedes any and all prior governing documents of the Surviving Company until changed or repealed in accordance with its terms.

4. PLAN OF MERGER. The mode of carrying into effect the Merger of the Merging Company into the Surviving Company and the basis of converting the shares of the Merging Company into the membership units of the Surviving Company will be as follows:

- (a) the shareholders of the Merging Company will be issued an equivalent number of membership units in the Surviving Company such that the capitalization and ownership of the Surviving Company shall be identical to that of the Merging Company on or before the merger; and
- (b) each stock certificate of the Merging Company issued and outstanding on the Effective Date will be canceled and retired and cease to exist.

5. EFFECTIVE DATE. The Merger shall be deemed effective as of 11:59 p.m. E.S.T. on December 31, 2018 (the "Effective Date").

6. EFFECT OF MERGER. As of the Effective Date, the separate corporate existence of the Merging Company will cease, and the Surviving Company will succeed without other transfer, to all the rights and property of the Merging Company. The Surviving Company will carry on business with the assets of the Merging Company as well as with its own assets.

7. APPROVALS. By executing this Agreement, each shareholder of the Merging Company and the members of the Surviving Company hereby waives notice or any requirement for a meeting and gives written consent with respect to all shares and membership units of the Constituent Companies held by such member in favor of the transaction described in this Agreement and further hereby authorizes William P. Myers, C.E.O, to execute and deliver such instruments necessary to effectuate the merger with the Florida Department of State and any other government agencies to which reporting shall be required.

8. COUNTERPARTS. This Agreement may be signed in any number of duplicate copies, and all signed duplicate copies constitute an original instrument.


(Signatures appear on the following page.)

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IN WITNESS WHEREOF, the Constituent Companies have caused this Agreement to be executed.

MERGING COMPANY:


Eagle View Windows, Inc.,
a Florida corporation


By: William P. Myers, C.E.O.

SURVIVING COMPANY:

Eagle View Manufacturing, LLC,
a Florida limited liability company

By: Eagle View Windows Inc.
Its: Sole Member


By: William P. Myers, C.E.O.

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