

L190000083962

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

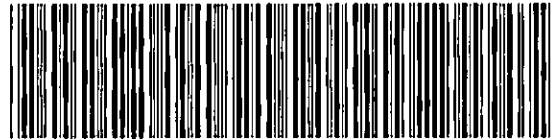
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400396760244

merge

RECEIVED

2022 NOV -2 AM 10:48

ALLAHABAD, INDIA

FILED

2022 NOV -2 AM 11:17

A. RAMSEY

NOV 04 2022

* 02250, 00524, 00671

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 11/02/2022

****WALK IN****

ENTITY NAME TIDE TAMER FLORIDA, LLC

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$60.00

ACCOUNT #: I20160000072

S. R. J. M.

Please call Tina at the above number for any issues or concerns. Thank you so much!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 3, 2022

SUNSHINE STATE CORPORATE COMPLIANCE

TALLAHASSEE, FL 32312

SUBJECT: TIDE TAMER FLORIDA, LLC
Ref. Number: L19000083962

CORRECTED

Please Allow For
Same File Date

We have received your document for TIDE TAMER FLORIDA, LLC and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

Please change the statute number to 605.1025 in the first paragraph. Please include the sections that I have checked on our merger form or use our merger form instead of your articles of merger. The merger states that the articles of incorporation for the surviving corporation were included but they were not include. Please remove schedule 1 or include the articles of incorporation for the surviving corporation. The surviving corporation is not qualified to transact business in Florida.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6823.

Annette Ramsey
OPS

Letter Number: 322A00024718

2022 Nov -3 PM 3:20

STATE OF FLORIDA
ARTICLES OF MERGER

between

TIDE TAMER FLORIDA, LLC,
a Florida limited liability company

and

TTF1, INC.,
a North Carolina corporation

FILED
2022 NOV -2 AM 11:11

THESE ARTICLES OF MERGER (the “Articles”) are made and entered into on this 1st day of October, 2022, by and between TIDE TAMER FLORIDA, LLC, a Florida limited liability company (the “Merging Company”), and TTF1, INC., a North Carolina corporation (the “Surviving Company”), in accordance with Sections 605.1025 of the Florida Revised Limited Liability Company Act:

FIRST: The exact name and street address of the principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
TIDE TAMER FLORIDA, LLC 678 NE Colin Kelly Highway Madison, FL 32340 Florida Document Number: L19000083962	Florida	Limited Liability Company
TTF1, INC. 900 Hwy. 258 South Snow Hill, NC 28580	North Carolina	Corporation

North Carolina Document Number: SOSID: 2514812

SECOND: The Surviving Company shall be TTF1, INC., a North Carolina corporation filed on October 31, 2022, under the general laws of the State of North Carolina, and the exact name and street address of its principal office are as follows:

TTF1, INC.
900 Hwy. 258 South
Snow Hill, NC 28580

North Carolina Document Number: SOSID: 2514812

THIRD: The Merging Company has its principal office in the County of Madison, Florida.

FOURTH: The Plan of Merger is attached.

FIFTH: The Merger shall become effective on November 1, 2022.

SIXTH: The Plan of Merger was adopted by all of the members and managers of the Merging Company on November 1, 2022.

SEVENTH: The Plan of Merger was adopted by all of the directors of the Surviving Company on November 1, 2022.

EIGHTH: The terms and conditions of the transaction set forth in the Plan of Merger which is incorporated into the Articles of Merger were advised, authorized, and approved by unanimous consent of all of the members and managers of the Merging Company, and all of the directors of the Surviving Company.

NINTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.


TENTH: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

See Next Page For Signatures


IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused these Articles of Merger to be executed by all of the members and managers, and directors, respectively, of each party hereto, as of the date first set forth above.


TIDE TAMER FLORIDA, LLC, a Florida limited liability company

By: 
Name: William B. Griffin
Title: Member and Manager

By: 
Name: F. H. Shackelford Jr.
Title: Member and Manager

TTF1, INC., a North Carolina corporation

By: 
Name: William B. Griffin
Title: Director

By: 
Name: F. H. Shackelford Jr.
Title: Director

SCH #359
085852-00034

EXHIBIT TO ARTICLES OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated for reference purposes November 1, 2022, is entered into by TTF1, INC., a North Carolina corporation ("Surviving Company") and TIDE TAMER FLORIDA, LLC, a Florida limited liability company ("Merging Company"). The Surviving Company and Merging Company are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, all of the directors of the Surviving Company, and all of the members and managers of the Merging Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interest of, their respective company and its members;

WHEREAS, pursuant to transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Company, in accordance with the Florida Revised Limited Liability Company Act (the "Florida Act") and the Surviving Company, in accordance with the North Carolina Business Corporation Act (the "North Carolina Act"), will merge with and into the Surviving Company, with the Surviving Company as the surviving corporation ("Merger").

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Authority.** Each Party warrants and represents to the other Party that it has obtained all required approvals for the Merger.
3. **Merger.**

a. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Act and the North Carolina Act, the Merging Company shall

be merged with and into the Surviving Company as of the Effective Date (hereinafter defined). Following the Effective Date, the separate existence of the Merging Company shall cease and the Surviving Company shall be the surviving limited liability company. The effects and consequences of the Merger shall be as set forth in this Agreement as well as the Florida Act and the North Carolina Act.

b. All of the members and managers of the Merging Company will be all of the shareholders and directors of the Surviving Company.

c. The Merger will become effective on the date that the Articles of Merger are filed with the Florida Department of State and the Articles of Merger are filed with the North Carolina Secretary of State ("Effective Date").

d. Immediately upon the Effective Date, each unit of membership interest of Merging Company issued and outstanding immediately prior to the Effective Date, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such membership units, be converted into and exchangeable for an equal number of fully paid and nonassessable shares of Surviving Company in a one-for-one basis.

e. Pursuant to the Merger, the Surviving Company shall change its name to "Tide Tamer Florida, Inc." and shall amend its Articles of Incorporation to reflect said change in name.

4. **North Carolina Surviving Company.** The Surviving Company has been formed under the laws of the State of North Carolina. In compliance with the North Carolina Act, attached to this Agreement as composite Schedule 1 are the Articles of Incorporation for the Surviving Company, which have been properly executed and have been filed with the North Carolina Secretary of State.

5. **Miscellaneous.**

a. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, warranties and agreements, both written and oral, with respect to such subject matter.

b. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

c. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

d. The headings of this Agreement are for reference only and shall not affect the interpretation of this Agreement.

e. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by all of the members and managers of the Merging Company, or all of the directors of the Surviving Company, as the case may be, or both, notwithstanding the approval of this Agreement by all of the members and managers of the Merging Company, or all of the directors of the Surviving Company.

f. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each of the Parties affected by such amendment. No waiver by any Party of any provision hereof shall be effective unless set forth in writing and signed by such Party.

g. If any term of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. Upon such determination that any term is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

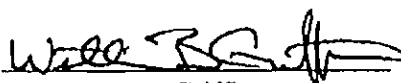
h. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of North Carolina sitting in Greene County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

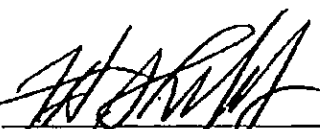
See Next Page For Signatures

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this Agreement to be executed by all of the members and managers, and all of the directors, respectively, of each party hereto, as of the date first set forth above.

MERGING COMPANY:

TIDE TAMER FLORIDA, LLC, a Florida
limited liability company

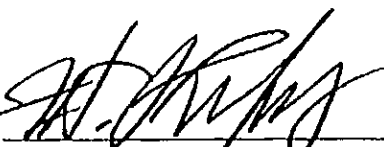
By: 
Name: William B. Griffin
Title: Member and Manager

By: 
Name: F. H. Shackelford, Jr.
Title: Member and Manager

SURVIVING COMPANY:

TTF1, INC., a North Carolina corporation

By: 
Name: William B. Griffin
Title: Director

By: 
Name: F. H. Shackelford, Jr.
Title: Director

Schedule 1

ARTICLES OF INCORPORATION
FOR SURVIVING COMPANY

SCI #617
085852-00034



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

TTF1, INC.

the original of which was filed in this office on the 31st day of October, 2022.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of October, 2022.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

SOSID: 2514812
Date Filed: 10/31/2022 1:29:00 PM
Elaine R. Marshall
North Carolina Secretary of State
C2022 304 00189

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: TTF1, INC.
2. The number of shares the corporation is authorized to issue is: 100,000
3. These shares shall be: (check either a or b)
 - a. ☒ All of one class, designated as common stock; or
 - b. ☐ Divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.
4. The name of the initial registered agent is: Francis H. Shackelford, Jr.
5. The North Carolina street address and county of the initial registered office of the corporation is:
Number and Street 900 NC Hwy 258 South
City Snow Hill State NC Zip Code 28580 County Greene
6. The mailing address, if different from the street address, of the initial registered office is:
Number and Street P.O. Box 737
City Snow Hill State NC Zip Code 28580 County Greene
7. Principal office information: (must select either a or b.)
 - a. ☒ The corporation has a principal office.
The principal office telephone number: 252-747-5180
The street address and county of the principal office of the corporation is:
Number and Street 900 NC Hwy 258 South
City Snow Hill State NC Zip Code 28580 County Greene
The mailing address, if different from the street address, of the principal office of the corporation is:
Number and Street P. O. Box 737
City Snow Hill State NC Zip Code 28580 County Greene
 - b. ☐ The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, i.e., the purpose of the corporation, are attached.
9. The name and address of each incorporator is as follows:

Name	Address
G. Gray Johnsey	105 S. McLeween Street, Kinston, NC 28501

10. (Optional): Listing of Company Officers (See instructions on why this is important)

Name	Address	Title

11. (Optional): Please provide a business e-mail address:

Privacy Redaction

The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified:

This the 31st day of October 2022

TTF1, INC.

C. Gray Johnsey, Incorporator
(Signature)

C. Gray Johnsey, Incorporator

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

BUSINESS REGISTRATION DIVISION
(Revised July 2017)

P. O. BOX 29622

RALEIGH, NC 27626-0622
(Form B-01)

ATTACHMENT

8. Initial Directors:

Francis H. Shackelford, Jr.
900 Hwy 258 South
Snow Hill, North Carolina 28580

William Brad Griffin
900 Hwy 258 South
Snow Hill, North Carolina 28580

SCH #638
085852-00034