

P00000026159

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A. RAMSEY
FEB 28 2024

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
2024 FEB 23 AM 9:23

00789, 07015, 00671

**CORPORATE
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MERGER

1. **N & N WELDING & FABRICATION, INC**
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

**SPECIAL
INSTRUCTIONS:**



Corrected

Backdate

FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 26, 2024

CORPORATE ACCESS, INC.

TALLAHASSEE, FL 32303

SUBJECT: B & N WELDING & FABRICATION, INC.

Ref. Number: P00000026159

We have received your document for B & N WELDING & FABRICATION, INC. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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) 245-6050.

Annette Ramsey
OPS

Letter Number: 224A00004133

RECEIVED
2024 FEB 27 PM 2:01
TALLAHASSEE, FLORIDA

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2024 FEB 23 AM 9:23

ARTICLES OF MERGER
MERCING
BELL INDUSTRIAL CONSTRUCTION, LLC
WITH AND INTO
B & N WELDING & FABRICATION, INC.

STATE OF FLORIDA
H/MS/SP

These Articles of Merger are submitted to merge the following entities, in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, *Florida Statutes* (the "Merger"):

ARTICLE I

The exact name, type of entity and jurisdiction for the surviving entity (the "Surviving Corporation") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Document No.</u>
B & N Welding & Fabrication, Inc.	Florida	Corporation	P00000026159

ARTICLE II

The exact name, type of entity, and jurisdiction for the merging entity (the "Merging LLC") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	<u>Document No.</u>
Bell Industrial Construction, LLC	Florida	LLC	L23000253015

ARTICLE III

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto as Exhibit A, was duly adopted by the sole shareholder of the Surviving Corporation in accordance with sections 607.1101, *Florida Statutes*. The participation of the Merging LLC was duly authorized and approved in accordance sections 605.1021-605.1025, *Florida Statutes*.

ARTICLE IV

The Surviving Corporation exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Incorporation of the Survivor Corporation in effect immediately prior to the Merger shall remain in effect following the Merger.

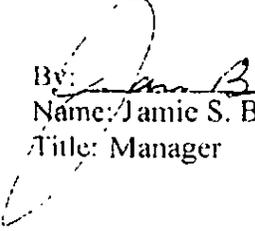
ARTICLE V

The effective date of the Merger shall be the date this document is filed with the Florida Department of State.

IN WITNESS WHEREOF, these Articles of Merger are executed and dated the 21st day of February, 2024.

MERGING LLC:

BELL INDUSTRIAL CONSTRUCTION, LLC, a Florida limited liability company

By: 
Name: Jamie S. Bell
Title: Manager

SURVIVING CORPORATION:

B & N WELDING & FABRICATION, INC., a Florida corporation

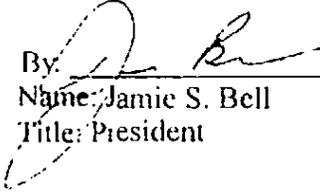
By: 
Name: Jamie S. Bell
Title: President

EXHIBIT A
Plan of Merger

[See attached.]

AGREEMENT AND PLAN OF MERGER
Merging:
BELL INDUSTRIAL CONSTRUCTION, LLC
With And Into
B & N WELDING & FABRICATION, INC.

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") was adopted and approved by **BELL INDUSTRIAL CONSTRUCTION, LLC**, a Florida limited liability company, and **B & N WELDING & FABRICATION, INC.**, a Florida corporation, in accordance with the Florida Revised Limited Liability Company Act (the "LLC Act") and the Florida Business Corporation Act (the "Corporation Act" and together with the LLC Act, the "Acts");

ARTICLE 1

The exact name, type of entity and jurisdiction of the merging entity are as follows (the "Merging LLC");

Name	Jurisdiction	Form/Entity Type
Bell Industrial Construction, LLC	Florida	Limited Liability Company

ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity are as follows (the "Surviving Corporation");

Name	Jurisdiction	Form/Entity Type
B & N Welding & Fabrication, Inc.	Florida	Corporation

ARTICLE 3

3.1 **The Merger.** The Merging LLC shall merge with and into the Surviving Corporation (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging LLC shall cease, and the Surviving Corporation shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Surviving Corporation will cause Articles of Merger to be filed with the Florida Department of State, Division of Corporations in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become effective as of the date and time set forth in such filing (the "Effective Time").

3.3 **Federal Tax Treatment of Merger.** This Plan of Merger shall be considered a

“Plan of Reorganization” as such term is used in Section 368 of the Internal Revenue Code of 1986, as amended (the “Code”). For Federal tax purposes, the Merger is intended to be treated as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Code.

3.4 **Additional Action.** The Surviving Corporation shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging LLC and/or the Surviving Corporation, in order to vest or to perfect or confirm of record in the Surviving Corporation the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging LLC or the Surviving Corporation.

ARTICLE 4

4.1 **Relationship of Merging Entities.** As of the date hereof and immediately prior to the Merger, Jamie S. Bell is sole member of the Merging LLC (the “Member”) and the sole shareholder of the Surviving Corporation (the “Shareholder”). Following the Merger, Jamie S. Bell shall continue to be the sole Shareholder of the Surviving Corporation.

4.2 **Manner and Basis of Converting Equity Interests.** Inasmuch as Jamie S. Bell is, and will be after the Merger, the sole member of the Merging LLC and the sole shareholder of the Surviving Corporation, all membership interests of the Merging LLC issued and outstanding immediately prior to the consummation of the Merger (the “Merging LLC Interests”) will be surrendered and canceled at the Effective Time of the Merger.

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any equity interests of the Merging LLC or the Surviving Corporation prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous Merging LLC Matters.**

(a) No interest, dividends, or other distributions shall be payable with respect to any Merging LLC Interests in connection with the Merger.

(b) From and after the Effective Time, no Merging LLC Interests shall be deemed outstanding, and the Owner shall cease to have any rights with respect thereto, except as provided herein or by the LLC Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of the Merging LLC Interests will be required; instead, from and after the Effective Time, all Merging LLC Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging LLC shall be closed and no transfer of Merging LLC Interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging LLC.** By virtue of the Merger, and in accordance with, and insofar as permitted by, the applicable provisions of the Acts, from and after

the Effective Time: (i) the Surviving Corporation shall possess all rights, privileges and powers of the Merging LLC; (ii) all property and assets of the Merging LLC shall vest in the Surviving Corporation without any further act or deed; and (iii) the Surviving Corporation shall assume and be liable for all liabilities and obligations of the Merging LLC.

5.2 **Surviving Corporation Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation immediately following the Merger.

5.3 **Surviving Corporation Bylaws.** The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation immediately following the Merger.

5.4 **Merging LLC's Organizational Documents.** The Articles of Organization, Operating Agreement, and all other organizational documents, agreements and instruments relating to the Merging LLC shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging LLC and the Surviving Corporation may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the Member of the Merging LLC, and the Shareholder of the Surviving Corporation, shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the Member of the Merging LLC and the Shareholder of the Surviving Corporation.

6.2 **Termination.** This Plan of Merger may be terminated, and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging LLC and the Surviving Corporation) upon mutual written consent of the Merging LLC and the Surviving Corporation.

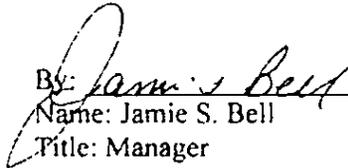
6.3 **Member and Shareholder Approval.** The respective obligations of the Merging LLC and the Surviving Corporation to effect the Merger shall be subject to the Merging LLC and the Surviving Corporation obtaining the requisite approval of the sole Member of the Merging LLC and the sole Shareholder of the Surviving Corporation, all as required by the Acts, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the President of the Surviving Corporation and the sole manager of the Merging LLC are hereby authorized and directed to cause the Articles of Merger and all other required documents, if any, to be executed, filed, and recorded, and all other required action to be taken in order to consummate the Merger as of the Effective Time.

IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger effective as of the date first written above.

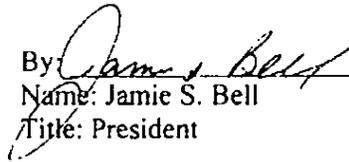
MERGING LLC:

BELL INDUSTRIAL CONSTRUCTION,
LLC, a Florida limited liability company

By:  _____
Name: Jamie S. Bell
Title: Manager

SURVIVING CORPORATION:

B & N WELDING & FABRICATION, INC.,
a Florida corporation

By:  _____
Name: Jamie S. Bell
Title: President