

P000000053819

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

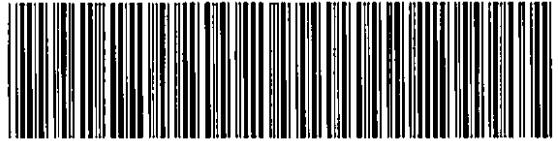
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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10/2/2015 10:11:15 AM

FILED  
2018 AUG 20 PM 4:17  
SECRET BY 970415  
1011 AUG 20 2018

*Handwritten signature: m. g. y. c.*

AUG 20 2018  
I ALBRITTON

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Riviera Fitness Center of Ft. Walton, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jerry W Sullivan

Contact Person

Leefe Gibbs Sullivan & Dupre

Firm/Company

3900 North Causeway Blvd., Suite 1470

Address

Metairie, LA 70002

City/State and Zip Code

Susan Sandstrom <susans@tcrsoft.com>

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

For further information concerning this matter, please call:

Jerry Sullivan

Name of Contact Person

At ( 504 ) 830-3990

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 2, 2018

JERRY W. SULLIVAN  
LEEFE GIBBS SULLIVAN & DUPRE  
3900 NORTH CAUSEWAY BLVD - ATE. 1470  
METAIRIE, LA 70002

SUBJECT: RIVIERA FITNESS CENTER OF FT. WALTON, INC.  
Ref. Number: P00000053819

We have received your document for RIVIERA FITNESS CENTER OF FT. WALTON, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

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.

Irene Albritton  
Regulatory Specialist II

Letter Number: 618A00013683

RECEIVED  
18 AUG 20 AM 6:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Riviera Fitness Center of Ft. Walton, Inc.	Florida	P00000053819

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Riviera Fitness Center, Inc.	Tallahassee, Florida	P94000070615

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 4, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 4, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED  
2018 JUN 20 PM 4:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

**Riviera Fitness Center of Ft.**

*Robert T. ...*

**Reynold T Rice, President**

**Riviera Fitness Center, Inc.**

*[Handwritten signature]*

**Tracy Childress, Vice-President**

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100 90 80 70 60 50 40 30 20 10 0

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Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

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[illegible]

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**JOINT PLAN OF MERGER AGREEMENT BY AND BETWEEN  
RIVER FITNESS CENTER OF FT. WALTON, INC.  
AND RIVIERA FITNESS CENTER, INC.  
AND CHANGE OF CORPORATE NAME TO UFLOR INVESTMENTS, INC.**

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**THIS JOINT MERGER AGREEMENT** dated this 4<sup>th</sup> day of June, 2018, is entered into pursuant to the provisions of §607.1101 of the Florida Statutes, by and between all of the shareholders of Riviera Fitness Center of Ft. Walton, Inc. (hereinafter referred to as the "Surviving Corporation") and all of the shareholders of Riviera Fitness Center, Inc. (hereinafter referred to as the "Assimilated Corporation").

**WITNESSETH**

**WHEREAS**, the parties hereto desire that Assimilated Corporation be merged with and into the Surviving Corporation pursuant to this Joint Merger Agreement (hereinafter referred to as the "Agreement") providing for such merger (hereinafter referred to as the "Merger"), on the date and at the time provided for herein (hereinafter referred to as the "Effective Date" Which is the same as the day upon which the Agreement is filed with the Secretary of State); and

**WHEREAS**, the Agreement provides for the issuance of shares of the Surviving Corporation Stock (hereinafter referred to as the "Stock") upon the Merger being effective; and

**WHEREAS**, the parties hereto desire to set forth certain representations, warranties, covenants made by each to the other as an inducement to the execution and delivery of this Agreement and certain additional agreements related to the Merger;

**NOW THEREFORE**, in consideration of the premises and of the mutual representations, warranties, and covenants herein contained, the parties hereby agree as follows:

**ARTICLE I**

**UNANIMOUS APPROVAL BY SHAREHOLDERS**

1.01 This Agreement has been approved by the shareholders of both the Surviving Corporation and the Assimilated Corporation, as evidenced by the unanimous approval by the

shareholders for each corporation, such approval has been certified by the secretary of each corporation, and this Agreement so approved and certified has been signed and acknowledged by the president of each corporation.

1.02 The Merger shall be effective as of the Effective Date when this Agreement is filed with the Secretary of State, as aforesaid.

1.03 On the Effective Date, the Surviving Corporation shall issue and deliver to the shareholders of the Assimilated Corporation the number of shares set out opposite the name of all shareholders of the Surviving Corporation, including those of the Assimilated Corporation, on **Exhibit "A"** in accordance with this Agreement.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES MADE BY ASSIMILATED CORPORATION'S**

The Assimilated Corporation represents and warrants to the Surviving Corporation as of the date hereof and the Effective Date as follows:

2.01 **Good Standing.** The Assimilated Corporation is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, and its duly authorized, qualified, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Assimilated Corporation (defined *infra*), in the conduct of and the nature of the business as now transacted by it do not require qualification as a foreign corporation in any jurisdiction, which it is not so registered.

2.02 **Stockholders and Stock.** The authorized capital stock of the Assimilated Corporation consists solely of 10,000 shares of Common stock (hereinafter referred to as "Stock"), no par value, of which \_\_\_\_\_ shares are issued and outstanding. **Exhibit "B"** hereto contains a complete and accurate list of all Stockholders of the Assimilated Corporation and the number of shares held by each free and clear of all liens, encumbrances, and claims of every kind. Each share of said Stock

is duly and validly authorized and issued, fully paid, and nonassessable. No option, warranty, call, or commitment of any kind, obligating the Assimilated Corporation to issue any of its capital stock, exists.

**2.03 Financial Statements.** The Assimilated Corporation has delivered to the Surviving Corporation copies of the following financial statements of the Assimilated Corporation:

Except as and only to the extent expressly disclosed by the Assimilated Corporation and identified as being delivered pursuant to this Section 2.03, such financial statements have been prepared in accordance with generally accepted accounting principles and practices, applied on a consistent basis throughout the periods indicated.

**2.04 Liabilities.** The Assimilated Corporation has no liabilities.

**2.05 Accounts Receivables.** The Assimilated Corporation has no accounts receivable.

### **ARTICLE III**

#### **CONDITIONS TO THE OBLIGATIONS OF THE SURVIVING CORPORATION**

**3.01 Conditions.** The obligations of the Assimilated Corporation hereunder are at its option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

**True Representations.** The representations and warranties of the Surviving Corporation contained in the Agreement shall be true on and as of the Effective Date with the same effect as though such representations and warranties had been made on and as of such date; any and all of the agreements of the Surviving Corporation to be performed on or before the Effective Date pursuant to the terms hereof shall have been performed; and the Surviving Corporation shall have delivered to the Assimilated Corporation a certificate dated with the Effective Date and signed by it to all such effects.



**ARTICLE IV**  
**EFFECT OF MERGER**

4.01 Upon the consummation of the Merger as hereinabove provided (the "Effective Date"), the effect of the Merger shall be that established by §607.1101 of the Florida Statutes, and without limitation thereof, shall include the following:

- (a) The Surviving Corporation and the Assimilated Corporation shall be one corporation, which shall be the Surviving Corporation, and which shall survive the Merger for that purpose.
- (b) The separate and distinct existence of the Assimilated Corporation shall cease.
- (c) The Surviving Corporation shall possess all the rights, privileges and franchises previously possessed by it, and those possessed by the Assimilated Corporation, prior to the Merger.
- (d) All of the assets of whatsoever kind or description of the Assimilated Corporation and all debts due on whatever account to it, shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without need of further act or deed.
- (e) The Surviving Corporation shall be responsible for all the liabilities and obligations of the Assimilated Corporation.
- (f) The Surviving Corporation shall continue to collect its accounts receivable.

**ARTICLE V**  
**CHANGE OF CORPORATE NAME**

The new name of the Surviving Corporation shall be **UFLOR INVESTMENTS, INC.**

**ARTICLE VI**  
**MANNER OF CONVERSION OF SHARES**

6.01 The manner and basis of converting the shares of the Assimilated Corporation into shares of the Surviving Corporation shall be as follows:

- (a) All shares of common stock of the Surviving Corporation now authorized and issued and outstanding shall remain outstanding and shall not be affected by the Merger.
- (b) Each share of Common stock of the Assimilated Corporation issued and outstanding on the Effective Date shall forthwith be converted into shares of Common stock of the Surviving Corporation, and each holder of Common Stock of the Assimilated Corporation upon presentation and surrender to the Surviving Corporation of the certificate or certificates representing such stock of the Assimilated Corporation, shall be entitled to receive in exchange therefor certificates representing shares of Common Stock of the Surviving Corporation on the basis herein provided.

**ARTICLE VII**  
**ARTICLES OF INCORPORATION AND**  
**BY-LAWS OF SURVIVING CORPORATION**

7.01 The Articles of Incorporation and the By-Laws of the Surviving Corporation are not altered or otherwise affected by virtue of the Merger with the exception of the change of the corporation's name to UFLOR INVESTMENTS, INC.

**ARTICLE VIII**  
**GENERAL**

8.01 **Additional Instruments.** The parties hereto shall deliver or cause to be delivered on or before the Effective Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement. The Surviving Corporation and the Assimilated Corporation will cooperate and use their best efforts to have the present Officers, Directors, and employees of the Surviving Corporation and the Assimilated Corporation cooperate on and after the Effective Date in furnishing information, evidence, proceedings, arrangements, or disputes of any nature with respect to matters pertaining to all periods prior to the Effective Date.

8.02 **Assignment.** The Agreement and the rights of the Assimilated Corporation hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure the

benefit of the parties hereto, and the successors of and the heirs and legal representatives of the parties hereto.

**8.03 Entire Agreement.** This Agreement (including the schedules and Exhibits hereto) and the documents delivered pursuant hereto constitute the entire Agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

**8.04 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so as long as at least one counterpart is executed by each party.

**8.05 Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid:

- (a) To the Surviving Corporation:  
UFLOR Investments, Inc.  
formerly known as Riviera Fitness Center of Ft. Walton, Inc.  
c/o Reynold T Rice, President  
4725 S. Holladay Blvd #220  
Salt Lake City, UT 84117
- (b) To the Assimilated Corporation:  
Riviera Fitness Center, Inc.  
c/o Reynold T Rice, President  
4725 S. Holladay Blvd #220  
Salt Lake City, UT 84117

**8.06 Survivorship.** All warranties, covenants, representations, and guarantees shall survive the closing and execution of the documents contemplated by this Agreement. The Parties hereto in executing and in carrying out the provisions of this Agreement, are relying solely on the representations, warranties, and agreements contained in this Agreement or in any writing delivered pursuant to provisions of this Agreement or at the closing of the transaction herein provided for and not upon any representation, warranty, agreement, promise, or information, written or oral, made by

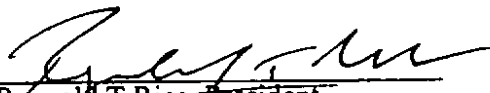
any person other than as specifically set forth herein or therein.

8.07 This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement is on this 4 day of JUNE, 2018.


**Surviving Corporation**

**RIVIERA FITNESS CENTER OF FT. WALTON, INC.**

BY:   
Reynold T Rice, President  
Date: 6-4-2018

**Assimilated Corporation**

**RIVIERA FITNESS CENTER, INC.**

BY:   
Tracy Childress, Vice-President  
Date: 6/4/2018

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**CONSENT RESOLUTION IN LIEU  
OF A SPECIAL MEETING OF SHAREHOLDERS  
OF RIVIERA FITNESS CENTER, INC.  
A Florida Corporation**

---

The undersigned, being all of the shareholders of Riviera Fitness Center, Inc., a corporation organized pursuant to the laws of the State of Florida, and in lieu of a special meeting of the Shareholders, hereby unanimously consent to the adoption of the following resolutions:


**BE IT RESOLVED** that the corporation will enter into a merger with Riviera Fitness Center of Ft. Walton, Inc. and that Riviera Fitness Center, Inc. shall be the Assimilated Corporation and that the Surviving Corporation shall be Riviera Fitness Center of Ft. Walton, Inc.

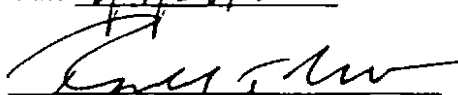
**BE IT FURTHER RESOLVED** that Tracy Childress is authorized and empowered to execute any and all documents relative to a Joint Merger Agreement with Riviera Fitness Center of Ft. Walton, Inc.


There being no other business, the meeting was adjourned by unanimous consent of all directors.

**RICE SERVICE CORPORATION**

BY:

  
\_\_\_\_\_  
Scott L. Rice, Its President  
Date: 6/4/2018

  
\_\_\_\_\_  
Reynold T. Rice  
Date: 6-4-2018

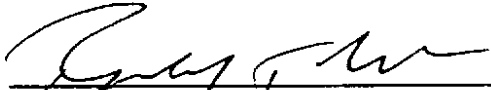
  
\_\_\_\_\_  
Samuel Sudduth  
Date: 6/4/2018

ACKNOWLEDGMENT

STATE OF UTAH

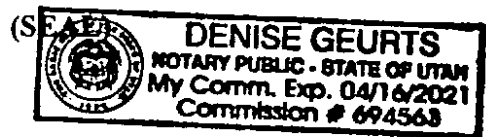
COUNTY OF SALT LAKE

BE IT KNOWN, that on this 4 day of JUNE, 2018, before me, the undersigned authority, personally came and appeared, **Reynold T Rice**, to me personally known, who being duly sworn, did say that he is the President of **RIVIERA FITNESS CENTER OF FT. WALTON, INC.**, and that the foregoing instrument was signed on behalf of said Corporation by authority of its shareholders and said **Reynold T Rice** acknowledged said instrument to be the free act and deed of said Corporation.

  
Reynold T Rice

  
NOTARY PUBLIC

MY COMMISSION EXPIRES 4/16/21.




ACKNOWLEDGMENT

STATE OF ALABAMA  
COUNTY OF SHELBY

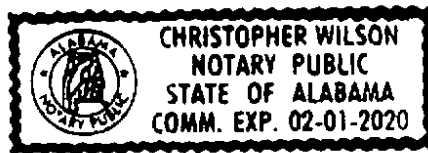
BE IT KNOWN, that on this 18<sup>th</sup> day of June, 2018, before me, the undersigned authority, personally came and appeared, **Tracy Childress**, to me personally known, who being duly sworn, did say that he is the Vice-President of **RIVIERA FITNESS CENTER, INC.**, and that the foregoing instrument was signed on behalf of said Corporation by authority of its shareholders and said **Reynold T Rice** acknowledged said instrument to be the free act and deed of said Corporation.

  
Tracy Childress

  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES \_\_\_\_\_.



**EXHIBIT "A"**  
**SURVIVING CORPORATION**

**UFLOR INVESTMENTS, INC.**  
formerly known as RIVIERA FITNESS CENTER OF FT. WALTON, INC.  
**NEW OWNERSHIP FOLLOWING MERGER**

Rice Service Corporation	25%
Reynold T Rice	31%
Riviera Personal Training, Inc.	20%
Julie Ragas	4%
Samuel Sudduth	10%



**EXHIBIT "B"**  
**ASSIMILATED CORPORATION**

**RIVIERA FITNESS CENTER, INC. SHAREHOLDERS**

Rice Service Corporation

Reynold T Rice

Samuel Sudduth

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CONSENT RESOLUTION IN LIEU OF  
A SPECIAL MEETING OF SHAREHOLDERS  
OF RIVIERA FITNESS CENTER OF FT. WALTON, INC.

---

The undersigned, being all of the shareholders of Riviera Fitness Center of Ft. Walton, Inc., hereby unanimously consent to the following:

**BE IT RESOLVED** that the corporation will enter into a merger with Riviera Fitness Center, Inc. and that Riviera Fitness Center of Ft. Walton, Inc. shall be the Surviving Corporation.

**BE IT FURTHER RESOLVED** that following the merger, the new name of the corporation shall be UFLOR Investments, Inc.


**BE IT FURTHER RESOLVED** that Reynold T Rice is authorized and empowered to execute any and all documents relative to a Joint Merger Agreement with Riviera Fitness Center, Inc.


There being no other business, the meeting was adjourned.

**IN WITNESS WHEREOF**, the undersigned have executed this Consent on the date affixed hereto.

**RICE SERVICE CORPORATION**


BY:


  
\_\_\_\_\_  
Scott L. Rice, Its President  
Date: 6/4/2018

  
\_\_\_\_\_  
Reynold T Rice  
Date: 6-4-2018

**RIVIERA PERSONAL TRAINING, INC.**

BY:

  
\_\_\_\_\_  
Reynold T Rice, Its President  
Date: 6-4-2018

  
\_\_\_\_\_  
Julie Ragas  
Date: 6/4/2018