

Division of Corporations

Page 1 of 1

P00000089491

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MERGER OR SHARE EXCHANGE**RB-1, Inc.**

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DIVISION OF CORPORATIONS
TAMPA, FLORIDA 33602

**ARTICLES OF MERGER OF
R. T. OAKES, INC.
WITH AND INTO
RB-1, INC.**

The following Articles of Merger are being submitted in accordance with the Florida Business Corporations Act, pursuant to sections 607.1105, Florida Statutes:

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the merging corporation (the "Merging Corporation") is as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|---|---------------------|--------------------|
| R. T. Oakes, Inc. 22944 Jacobson Road Brooksville, FL 34601 | Florida | Corporation |

Florida Document No.: P02000037420

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving corporation (the "Surviving Corporation") is as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--|---------------------|--------------------|
| RB-1, Inc. 22944 Jacobson Road Brooksville, FL 34601 | Florida | Corporation |

Florida Document No.: P00000089491

THIRD: The Plan and Agreement of Merger attached hereto as Exhibit A was adopted by the sole shareholder of the Surviving Corporation on December 21, 2017.

FOURTH: The Plan and Agreement of Merger attached hereto as Exhibit A was adopted by the sole shareholder of the Merging Corporation on December 21, 2017.

FIFTH: The merger shall become effective on the date of filing of these Articles of Merger with the Department of State of the State of Florida.

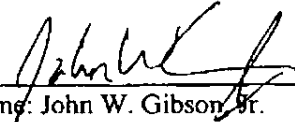
SIXTH: The principal office of the Surviving Corporation is 22944 Jacobson Road, Brooksville, FL 34601.

[SIGNATURES NEXT PAGE]

These Articles of Merger were executed in accordance with the laws of the State of Florida this 21 day of December, 2017.

SURVIVING CORPORATION:

RB-1, Inc.,
a Florida corporation

By: 
Name: John W. Gibson, Jr.
Title: President

MERGING CORPORATION:

R. T. Oakes, Inc.,
a Florida corporation


By: 
Name: John W. Gibson, Jr.
Title: President

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

[See attached]

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (this "Agreement") is executed on the 21st day of December, 2017, by and between **RB-1, INC., a Florida corporation** (the "Surviving Corporation"), and **R. T. OAKES, INC., a Florida corporation** (the "Merging Corporation").

WITNESSETH:

WHEREAS, the Surviving Corporation was incorporated in the State of Florida on September 21, 2000, and is subject to the Florida Business Corporation Act, Chapter 607, Florida Statutes;

WHEREAS, the Merging Corporation was incorporated in the State of Florida on April 5, 2002, and is subject to the Florida Business Corporation Act, Chapter 607, Florida Statutes;

WHEREAS, the Merging Corporation and the Surviving Corporation deem it advisable and in their respective best interests that the Merging Corporation be merged with and into the Surviving Corporation (the "Merger").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the parties hereto, this Agreement, the terms and conditions hereof, and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I PLAN OF MERGER

1.01 Adoption of Plan. This Agreement by and between the Merging Corporation and the Surviving Corporation, is adopted pursuant to the provisions of 607.1101, Florida Statutes, as follows:

(a) The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be RB-1, Inc.

(c) As of the effective time and date of the Merger, the separate existence of the Merging Corporation shall cease and all the property, real, personal and mixed, of the Merging Corporation, and all debts due on whatever account to the Merging Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of the Merging Corporation.

1.02 Effective Date. The effective time and date of the Merger (the "Effective Date") referenced in this Agreement shall be the effective time and date as set forth in Articles of Merger to be filed of record with the Department of State of the State of Florida.

1.03 Name of Surviving Corporation. Upon the Effective Date and pursuant to this Agreement, the corporate name of the Surviving Corporation shall be RB-1, Inc.

1.04 Continuation of Business. From and after the Effective Date, the business of the Merging Corporation shall be conducted by the Surviving Corporation. The principal office of the Surviving Corporation immediately prior to the Effective Date of the Merger shall be the principal office of the Surviving Corporation from and after that date, unless otherwise determined by the sole director of the Surviving Corporation.

1.05 Taking of Necessary Action. Prior to the Effective Date, all actions as may be necessary or desirable to effect the Merger shall be taken, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by such laws. If at any time or times after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full title to all properties, assets, rights and approvals of the Merging Corporation, the officers of the Surviving Corporation shall be authorized to and shall take all such necessary actions.

ARTICLE II DIRECTORS AND OFFICERS

2.01 Director and Officers of Surviving Corporation; Authorization.

(a) The existing sole director of the Surviving Corporation shall continue to serve as the sole director of the Surviving Corporation until the next annual meeting and until her successor has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

(b) All persons who, as of the Effective Date, are officers of the Surviving Corporation, shall remain as officers of the Surviving Corporation until the next annual meeting and until their successors have been duly appointed and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

(c) The Presidents of the Merging Corporation and the Surviving Corporation, respectively, and such corporate officers as they shall designate (collectively the "Authorized Officers") are duly authorized to execute this Agreement and the Articles of Merger on behalf of said corporations, respectively, and such Authorized Officers are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or the Merger as provided herein.

ARTICLE III
ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of the Surviving Corporation, as existing on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation and shall continue in full force and effect until altered, amended, or repealed, as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation or as provided by applicable law.

ARTICLE IV
CONVERSION OF INTERESTS

4.01 Shares in Surviving Corporation. On the Effective Date, each share in the Surviving Corporation outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holders thereof, remain outstanding and unchanged.

4.02 Shares in Merging Corporation. Any and all shares in the Merging Corporation, by virtue of the merger and without further action on the part of the holders thereof, shall, upon the Effective Date, be cancelled and extinguished and shall cease to exist, and shall not be converted into shares of the Surviving Corporation. As soon as practicable after the Effective Date, the sole shareholder of the Merging Corporation shall tender her share certificate(s) to the Surviving Corporation for cancellation.

4.03 No Rights to Acquire Shares. There are no rights to acquire shares in the Merging Corporation or the Surviving Corporation.

ARTICLE V
APPROVAL OF MERGER

The parties do hereby acknowledge and confirm as follows:

5.01 This Agreement has been duly adopted and approved by the sole shareholder and sole director of the Merging Corporation pursuant to Chapter 607 of the Florida Statutes, and the President of the Merging Corporation has been authorized and directed to execute and submit the same in accordance with Section 607.1101 of the Florida Statutes.

5.02 This Agreement has been duly adopted and approved by the sole shareholder and sole director of the Surviving Corporation pursuant to Chapter 607 of the Florida Statutes, and the President of the Surviving Corporation has been authorized and directed to execute and submit the same in accordance with Section 607.1101 of the Florida Statutes.

ARTICLE VI
INTERPRETATION AND ENFORCEMENT

6.01 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the contemplated Merger.

6.02 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the date first referenced above.

MERGING CORPORATION:

R. T. OAKES, Inc.,
a Florida corporation

By: 

Name: John W. Gibson, Jr.
Title: President

SURVIVING CORPORATION:

RB-1, Inc.,
a Florida corporation

By: 

Name: John W. Gibson, Jr.
Title: President