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JOSHUA T. KELESKE, P.L.

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1/24/2018

Division of Corporations

# Florida Department of State

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## MERGER OR SHARE EXCHANGE PROPERTY MAINTENANCE UNLIMITED, INC.

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ARTICLES OF MERGER  
OF  
GREASECORP, A FLORIDA CORPORATION  
WITH AND INTO  
PROPERTY MAINTENANCE UNLIMITED, INC., A FLORIDA CORPORATION

Pursuant to Section 607.1105 of the Florida Business Corporation Act ("the Act"), GREASECORP, a Florida corporation and PROPERTY MAINTENANCE UNLIMITED, INC., a Florida corporation, adopt the following Articles of Merger:

ARTICLE I

The Agreement and Plan of Merger dated December 7<sup>th</sup>, 2017 between GREASECORP and PROPERTY MAINTENANCE UNLIMITED, INC. ("Plan of Merger") was unanimously approved and duly adopted by the shareholders of GREASECORP on December 7, 2017.

The Plan of Merger was unanimously approved and duly adopted by the shareholders of PROPERTY MAINTENANCE UNLIMITED, INC. on December 7<sup>th</sup>, 2017.

ARTICLE II

Under the Plan of Merger, all issued and outstanding shares of stock issued by GREASECORP will be acquired by means of a merger of GREASECORP into PROPERTY MAINTENANCE UNLIMITED, INC. with PROPERTY MAINTENANCE UNLIMITED, INC. as the surviving corporation ("Merger").

ARTICLE III

The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

ARTICLE IV

Under Section 607.1105(1)(b) of the Act, the effective date of the Merger shall be January 1, 2018.

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## ARTICLES OF MERGER

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IN WITNESS WHEREOF, the parties have set their hands on this 7<sup>th</sup> day of December, 2017.

GREASECORP, a Florida corporation

By: 

CHRISTOPHER DENHOFF, President

PROPERTY MAINTENANCE UNLIMITED,  
INC., a Florida corporationBy: 

CHRISTOPHER DENHOFF, President

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AGREEMENT AND  
PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 7, 2017, by and among GREASECORP, a corporation organized and existing under the laws of the State of Florida (the "Merged Corporation"), and PROPERTY MAINTENANCE UNLIMITED, INC., a corporation organized and existing under the laws of the State of (the "Merging Corporation").

WHEREAS, the authorized capital stock of the Merged Corporation consists of 100 shares of common stock, with a par value of \$1.00 per share, of which 100 shares were issued and outstanding as of the date hereof;

WHEREAS, the authorized capital stock of the Merging Corporation consists of 1,000 shares of common stock, with a par value of \$.01 per share, of which 501 shares were issued and outstanding as of the date hereof;

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Merged Corporation have deemed it advisable and to the advantage of the two corporations that the Merged Corporation each merge into the Merging Corporation upon the terms and conditions herein provided;

WHEREAS, the Merging Corporation and the Merged Corporation intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Merged Corporation have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders of said corporations, respectively.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Corporation and the Merged Corporation hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Corporation shall be merged with and into the Merging Corporation, and the Merging Corporation shall survive the merger, all as, and with the effect, provided by the corporation laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable after the shareholders of each of said corporations shall approve this Agreement and Plan of Merger, an appropriate Articles of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law on January 1, 2018, if the Articles of Merger in the State of Florida shall be filed prior thereto (hereinafter referred to as the "Effective Date").

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2. Directors and Officers and Governing Documents. The directors and officers of the Merging Corporation shall be the same upon the Effective Date as they are for the Merging Corporation immediately prior thereto. The Articles of Incorporation of the Merging Corporation shall continue to be the Articles of Incorporation of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The bylaws of the Merging Corporation, as in effect at the Effective Date, shall continue to be the bylaws of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merged Corporation. At and after the Effective Date, the Merging Corporation shall possess all of the rights, privileges, immunities and franchises of a public and private nature of each of the merging corporations; any and all property, real, personal and mixed, and any and all debts due the Merged Corporation on whatever account, and all and every other interest of either of the Merged Corporation shall be taken and transferred to and vested in the Merging Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Merging Corporation, there shall be executed and delivered on behalf of each of the Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Corporation the title to and possession of powers, franchises and authority of each of the Merged Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Merging Corporation are fully authorized in the name and on behalf of each of the Merged Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of Merged Corporation. Upon the Effective Date, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of the issued and outstanding Common Stock of the Merged Corporation held as of record by the Merging Corporation immediately prior thereto shall be changed and converted into shares of Common Stock of the Merging Corporation. In the event such conversion results in any holder of Common Stock of the Merging Corporation holding a fraction of one share, such fractional share shall be rounded upward to one whole share.

6. Stock of Merging Corporation. Upon the Effective Date, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of the Merging Corporation outstanding immediately prior thereto shall retain the status of an authorized and unissued share of Common Stock of the Merging Corporation.

7. Stock Certificates. At and after the Effective Date, each certificate representing shares of Common Stock of the Merged Corporation shall be exchanged for certificates representing a number of shares of Common Stock of the Merging Corporation equal to the number of shares of the Merged Corporation represented by such certificate multiplied by 1.00, rounded

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upwards to the nearest whole share. Promptly upon such exchange, the Merging Corporation shall cause to be canceled and retired each such certificate representing shares of Common Stock of the Merged Corporation issued pursuant to the immediately preceding sentence. Until so exchanged, canceled and retired, each such certificate, upon and after the Effective Date, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of shares of Common Stock of the Merged Corporation represented thereby.

8. Employee Benefit Plans. As of the Effective Date, the Merging Corporation shall assume all obligations of each of the Merged Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Date, entries shall be made upon the books of the Merging Corporation in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of each of the Merged Corporation immediately prior to the Effective Date shall be recorded on the books of the Merging Corporation at the same amounts at which they were carried on the books of the Merged Corporation immediately prior to the Effective Date.

(b) There shall be credited as stated capital in respect of the Common Stock of the Merging Corporation the aggregate amount of the par value of all share of Common Stock of the Merging Corporation issued as a result of the conversion of the outstanding shares of Common Stock of the Merged Corporation into shares of Common Stock of the Merging Corporation pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Merging Corporation the excess of: (i) the amount of the capital of each of the Merged Corporation in respect of the Common Stock of the Merged Corporation, respectively, plus the amount carried in the Capital Surplus account of each of the Merged Corporation immediately prior to the Effective Date over (ii) the amount credited as stated capital in respect of the Common Stock of each of the Merged Corporation pursuant to paragraphs (b) and (c) of this Section 9.

(d) There shall be credited as surplus in respect of retained earnings of the Merging Corporation the aggregate of the amount carried in the Retained Earnings account of each of the Merged Corporation immediately prior to the Effective Date.

10. Appointment of Agent. The Merging Corporation hereby consents to service of process in the State in which any action or special proceeding for the enforcement of any liability or obligation of the Merged Corporation, and hereby irrevocably appoints the Secretary of State of such jurisdiction as the Merging Corporation's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation.

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11. Amendment. At any time before or after approval and adoption by the shareholders of the Merged Corporation and prior to the Effective Date, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of the Merged Corporation to be necessary, desirable or expedient; provided, however, that, after approval of the shareholders of each of the Merged Corporation, such amendment may not materially and adversely affect the rights and interests of the shareholders of each of the Merged Corporation.

12. Abandonment. At any time before the Effective Date, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of either the Merged Corporation or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of the Merging Corporation or by the shareholders of the Merged Corporation or any of them.

13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority granted by the Board of Directors of each of the Merged Corporation and the Merging Corporation has caused this Agreement and Plan of Merger to be executed by its President as of the date first above written.

GREASECORP, a Florida corporation

By: \_\_\_\_\_

  
CHRISTOPHER DENHOFF, President

PROPERTY MAINTENANCE UNLIMITED,  
INC., a Florida corporation

By: \_\_\_\_\_

  
CHRISTOPHER DENHOFF, President

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