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C LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: F.A. JOHNSTON, 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:

Jennifer Taylor
Contact Person

Taylor Law Firm P.A.
Firm/Company

420 S. Lawrence Blvd.
Address

Keystone Heights, FL 32656
City/State and Zip Code

Jennifer @ taylorlawfirm pa.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jennifer Taylor At (352) 473-8088
Name of Contact Person 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

**ARTICLES OF MERGER
FOR THE MERGER**

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16 FEB -8 AM 11:16

of

**A&L FURNITURE INC.,
a Florida profit corporation,**

into

**F. A. JOHNSTON, INC.,
a Florida profit corporation
(the Surviving Corporation)**

PD080000101741

PD10000030665

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

1. The name of the surviving corporation is F. A. Johnston, Inc., a Florida corporation.
2. The name of the merging entity is A&L Furniture Inc., a Florida profit corporation.
3. Attached hereto is a copy of the Agreement and Plan of Merger.
4. The merger shall become effective at 12:01 a.m. January 1, 2016.
5. The Agreement and Plan of Merger was approved by the Board of Directors of F. A. Johnston, Inc., by unanimous written consent as of January 1, 2016, and adopted by the sole shareholder of F. A. Johnston, Inc., by unanimous vote on January 1, 2016.
6. The Agreement and Plan of Merger was approved by the Board of Directors of A&L Furniture Inc., by unanimous written consent as of January 1, 2016, and adopted by the shareholders of A&L Furniture Inc., by unanimous vote on January 1, 2016.

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Dated: January 1, 2016

F. A. JOHNSTON, INC.,

a Florida profit corporation

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16 FEB -8 AM 11:16

By:

Felix A. Johnston III
Name: Felix A. Johnston III

Title: Chief Executive Officer

Dated: January 1, 2016

A&L FURNITURE INC.,

a Florida profit corporation

By:

Lori A. Johnston
Name: Lori A. Johnston

Title: President

By:

Felix A. Johnston III
Name: Felix A. Johnston III

Title: Vice-President

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AGREEMENT AND PLAN OF MERGER OF A&L FURNITURE INC.

WITH AND INTO
F. A. JOHNSTON, INC.

16 FEB -8 AM 11:17

Pursuant to this Agreement and Plan of Merger (the "Plan of Merger"), A&L Furniture Inc. ("A&L"), a corporation existing under the laws of Florida, shall be merged with and into F. A. Johnston, Inc. ("F. A. Johnston"), a corporation existing under the laws of Florida.

ARTICLE I
Definitions

The capitalized terms set forth below shall have the following meanings.

"Articles of Merger" shall mean the Articles of Merger to be executed by A&L and F. A. Johnston in a form appropriate for filing with the Secretary of State of Florida, relating to the effective consummation of the Merger as contemplated by the Plan of Merger.

"Effective Time" shall mean the effective date set forth in paragraph 3.2 below.

"Merger" shall mean the merger of A&L with and into F. A. Johnston.

"A&L Common Stock" shall mean the common stock of A&L.

"F. A. Johnston Common Stock" shall mean the common stock of F. A. Johnston.

"Surviving Corporation" shall mean F. A. Johnston after consummation of the Merger.

ARTICLE II
Issued and Outstanding Shares

2.1 A&L Common Stock. The A&L Common Stock, which represents all of the issued and outstanding shares of stock in A&L, is owned 50.5% (51 shares) by Felix A. Johnston III and 49.5% (50 shares) by Lori A. Johnston. There are no outstanding rights to acquire additional shares of stock or other interests, securities or obligations in or of A&L.

2.2 F. A. Johnston Common Stock. The F. A. Johnston Common Stock, which represents all of the issued and outstanding shares of stock in F. A. Johnston, is owned 100% (100 shares) by Felix A. Johnston III. There are no outstanding rights to acquire additional shares of stock or other interests, securities or obligations in or of A&L.

ARTICLE III
The Merger

3.1 Merger. At the Effective Time, subject to the terms and conditions of this Plan of Merger, A&L shall merge with and into F. A. Johnston, the separate existence of A&L shall cease, and F. A. Johnston (the "Surviving Corporation") shall survive and the name of the

Surviving Corporation shall remain F. A. Johnston, Inc., as of the Effective Time. By reason of the Merger and without any action on the part of the holders thereof, each of the shares of A&L Common Stock issued and outstanding immediately prior to the Effective Time, shall be canceled. Each of the shares of F. A. Johnston Common Stock outstanding immediately prior to the Effective Time shall continue to be issued and outstanding, and shall be converted as specified below in Section 4.2 as a result of the Merger.

3.2 Effective Time. The Merger shall become effective on the date and at the time specified in the Articles of Merger, and in the form to be filed with the Secretary of State of the State of Florida.

3.3 Capitalization. The number of authorized shares of capital stock of the Surviving Corporation shall be the same as immediately prior to the Merger.

3.4 Articles of Incorporation. The articles of incorporation of F. A. Johnston, as in effect at the Effective Time, shall be and remain the articles of incorporation of the Surviving Corporation.

3.5 Bylaws. The Bylaws of F. A. Johnston, as in effect at the Effective Time, if any, shall continue in full force and effect as the bylaws of the Surviving Corporation until otherwise amended as provided by law or by such bylaws.

3.6 Properties and Liabilities of A&L and F. A. Johnston; Management. At the Effective Time, the separate existence and corporate organization of A&L shall cease, and F. A. Johnston shall thereupon and thereafter, to the extent consistent with applicable law and with its articles of incorporation and the changes, if any, provided by the Merger, possess all the rights, privileges, immunities, liabilities and franchises, of a public as well as a private nature, of A&L without further act or deed. The director and officer of F. A. Johnston in office immediately prior to the Merger becoming effective shall be the director and officer of the Surviving Corporation, together with such additional directors and officers as may thereafter be elected, who shall hold office until such time as their successors are elected and qualified.

ARTICLE IV **Merger Consideration**

4.1 Merger Consideration. In connection with the Merger, all shares of A&L Common Stock issued and outstanding immediately prior to the Effective Time shall, by reason of the Merger and without any action on the part of the holders thereof, be canceled, and shall merge into the F. A. Johnston Common Stock, without issuance of any additional shares of stock in F. A. Johnston.

4.2 F. A. Johnston Common Stock. The shares of F. A. Johnston shall be converted in the Merger and after the Merger the shares of F. A. Johnston shall be owned 51% (51 shares) by Felix A. Johnston III and 49% (49 shares) by Lori A. Johnston.

4.3 Authorized or Treasury Shares. Any and all shares of A&L Common Stock held as treasury shares by A&L or authorized but unissued shares shall be canceled and retired at the Effective Time, and no consideration shall be issued or given in exchange therefor.

4.4 Transfers. At the Effective Time, the stock transfer books of A&L shall be closed and no transfer of A&L Common Stock shall thereafter be made or recognized.

4.5 No Other Consideration. Other than as stated herein, there is no other cash or other property or other consideration given or exchanged in connection with the Merger.

ARTICLE V

Miscellaneous

5.1 Counterparts; Entire Agreement; Severability. This Agreement may be executed in two or more counterparts which shall be deemed to constitute a single Agreement. This Agreement (together with all exhibits and documents incorporated by reference) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral). Any term or provision of this Agreement which is held invalid or unenforceable by a court of competent jurisdiction shall be ineffective in that jurisdiction only to the extent of that invalidity and the remainder of the Agreement shall remain in full force.

5.2 Conditions to Merger. The Merger shall be consummated as soon as practicable after receipt of the approval of the directors and shareholders of both A&L and F. A. Johnston.

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A&L and F. A. Johnston hereby execute this Agreement and Plan of Merger as of
January 1, 2016.

A&L FURNITURE INC., a Florida
profit corporation

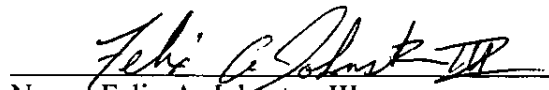


Name: Lori A. Johnston
Position: President

F. A. JOHNSTON, INC.,
Inc., a Florida profit corporation



Name: Felix A. Johnston III
Position: Chief Executive Officer



Name: Felix A. Johnston III
Position: Vice-President

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