

P01000086293

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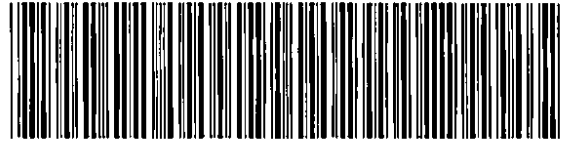
Special Instructions to Filing Officer:

Taylor called on 1/11/19 asking
for original submission date
for filing. to be 12/28/2018.

Walk In

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Office Use Only



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12/28/18--01019--007 **78.75

S TALLENT

JAN 08 2019

Merger

RECEIVED
DIVISION OF CORPORATIONS
JAN 08 2019

18 DEC 28 AM 11:32

18 DEC 28 AM 6:36

FILED

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED
DIVISION OF STATE
19 JAN -7 AM 11:26

January 3, 2019

CAPITOL SERVICES
GUARDIAN ACQUISITION-ROBFLETCH, INC.
ROBFLETCH, INC.

SUBJECT: ROBFLETCH, INC.
Ref. Number: P01000086293

We have received your document and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name of the person signing the document must be typed or printed beneath or opposite the signature.

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.

Susan Tallent
Regulatory Specialist II

Letter Number: 919A00000156



**CAPITOL
SERVICES**

Filing Cover Sheet

To: Florida Division of Corporations

From: TAYLOR SEAY C/O Capitol Services, Inc.

Date: 12/28/2018

Trans#: 1023279

Entity Name: GUARDIAN ACQUISITION-ROBFLETCH, INC. (FL) MERGING
INTO ROBFLETCH, INC. (FL)

Articles Incorporation ()

Articles of Dissolution ()

Conversion ()

Foreign Qualification ()

Limited Partnership ()

Reinstatement ()

Other ()

Articles of Amendment ()

Annual Report ()

Fictitious Name ()

Limited Liability ()

Merger (XX – Effective Date: 1/1/19)

Withdrawal / Cancellation ()

STATE FEES PREPAID WITH CHECK#1398 FOR \$78.75

PLEASE RETURN:

Certified Copy (XX)

Plain Photocopy ()

Good Standing ()

Certificate of Fact ()

ARTICLES OF MERGER
OF
GUARDIAN ACQUISITION - ROBFLETCH, INC. P18000100230
INTO
ROBFLETCH, INC. P01000086293

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned entities (collectively, the "**Constituent Entities**") hereby adopt the following Articles of Merger for the purpose of merging **Guardian Acquisition - Robfletch, Inc.**, a Florida corporation, with and into, **Robfletch, Inc.**, a Florida corporation, which shall be the surviving entity in the Merger.

FIRST: The names of each of the Constituent Entities are Robfletch, Inc. and Guardian Acquisition - Robfletch, Inc. Robfletch, Inc. is a corporation organized under the laws of the State of Florida. Guardian Acquisition - Robfletch, Inc. is a corporation organized under the laws of the State of Florida.

SECOND: The **Plan of Merger** duly authorized and approved by each of the Constituent Entities is attached hereto as **EXHIBIT A** and is hereby incorporated by reference as a part of these Articles of Merger.

THIRD: The name of the surviving entity shall be **Robfletch, Inc.**, a Florida corporation.

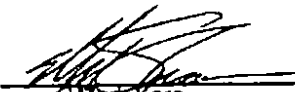
FOURTH: The Plan of Merger was duly adopted by the Shareholders and Directors of each of the Constituent Entities on December 27, 2018.

FIFTH: The merger shall be effective on January 1, 2019.

Dated: December 27, 2018.


ROBFLETCH, INC.

By:


Mark Kara
Title: President

**GUARDIAN ACQUISITION -
ROBFLETCH, INC.**

By:


Francis G. Russell
Title: President

18 DEC 28 AM 09:36

FILED

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (the "**Agreement**") is made and entered into the 27th day of December, 2018, by and among **Robfletch, Inc.**, a Florida corporation ("**Robfletch**"), 960 East Dr. Martin Luther King Jr. Blvd., Seffner, Florida 33584, and **Guardian Acquisition - Robfletch, Inc.**, a Florida corporation ("**Guardian Acquisition**"), 4701 East Avenue, West Palm Beach, Florida 33407.

WHEREAS, Robfletch is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, Guardian Acquisition is a corporation organized and existing under the laws of the State of Florida;

WHEREAS, Mark Kara owns 100% of the issued and outstanding stock of Robfletch (the "Robfletch Shareholder");

WHEREAS, Guardian Fleet Services, Inc. owns 100% of the issued and outstanding stock of Guardian Acquisition (the "Guardian Shareholder");

WHEREAS, the Robfletch Shareholder, the Guardian Shareholder and the Boards of Directors of Robfletch and Guardian Acquisition deem the merger of Guardian Acquisition with and into Robfletch, under and pursuant to the terms and conditions herein set forth, desirable and in the best interest of Robfletch and Guardian Acquisition, and the Boards of Directors of Robfletch and Guardian Acquisition have adopted resolutions approving this plan of merger, a true and correct copy of which are attached hereto as Exhibits A and B; and

WHEREAS, the parties desire that Guardian Acquisition merge with and into Robfletch upon the terms and conditions set forth herein and in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, and intending to be legally bound, it is agreed between the parties hereto as follows:

ARTICLE 1 THE MERGER

1.1 **Merger, Surviving Corporation, Name.** In accordance with the provisions of this Agreement, the appropriate provisions of the Florida Business Corporation Act, effective as of January 1, 2019 (the "Effective Time"), Guardian Acquisition shall be merged with and into Robfletch (the "Merger"), and Robfletch shall be the surviving corporation in the Merger (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Florida. At the Effective Time, the separate existence of Guardian Acquisition shall cease. All properties, franchises and rights belonging to Robfletch and Guardian Acquisition, by virtue of the Merger and without further act or deed, shall be deemed to be vested in the Surviving Corporation,

which shall thenceforth be responsible for all the liabilities and obligations of each of Robfletch and Guardian Acquisition. The name of the Surviving Corporation shall be **Robfletch, Inc.**

1.2 **Conversion of Shareholder's Interest.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the shares of Guardian Acquisition owned by Shareholder immediately prior to the Effective Time shall be converted into the right to receive stock of Robfletch as set forth in 1.6(a) below.

1.3 **Articles of Incorporation.** The Articles of Incorporation of Robfletch as in effect immediately prior to the Effective Time shall thereafter continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until altered or amended as provided therein or by law.

1.4 **Bylaws.** The Bylaws of Robfletch in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until altered, amended or repealed as provided therein or by law.

1.5 **Directors and Officers.** The directors and officers of Guardian Acquisition shall serve as directors and officers of the Surviving Corporation following the Effective Time.

1.6 **Effect on Capital Stock.**

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the interest of Guardian Acquisition owned by the Guardian Shareholder shall be converted into 1,000 shares of the common voting stock of Robfletch.

(b) As a result of the Merger, and without any action on the part of the holders thereof, at the Effective Time, all shares of stock of Guardian Acquisition shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate which immediately prior to the Effective Time represented any such shares of stock of Guardian Acquisition shall thereafter cease to have any rights with respect to such shares of stock of Guardian Acquisition, except as provided herein or by law.

[END OF TEXT – SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement and Plan of Merger Agreement as of the date first above written.

GUARDIAN ACQUISITION - ROB FLETCH, INC.

By: _____

Francis G. Russell

Title: _____

President

ROB FLETCH, INC.

By: _____

Mark Kara

Title: _____

President

EXHIBIT A

**RESOLUTIONS OF
BOARD OF DIRECTORS AND SHAREHOLDERS OF
ROBFLETCH, INC.**

RESOLVED, that the proposed merger (the "Merger") of Robfletch, Inc., a Florida corporation (the "Company"), with Guardian Acquisition - Robfletch, Inc., a Florida corporation (the "Corporation"), with Robfletch, Inc. being the surviving corporation after the Merger, be and is hereby approved;

FURTHER RESOLVED, that the President and/or Secretary or other appropriate officers shall take any and all actions, including the execution and delivery of the Agreement and Plan of Merger and Articles of Merger where required, necessary or convenient to effect the Agreement in the name and on behalf of the Company.

EXHIBIT B

**RESOLUTIONS OF
BOARD OF DIRECTORS AND SHAREHOLDERS OF
GUARDIAN ACQUISITION - ROBFLETCH, INC.**

RESOLVED, that the proposed merger (the "Merger") of Robfletch, Inc., a Florida corporation (the "Company"), with Guardian Acquisition - Robfletch, Inc., a Florida corporation (the "Corporation"), with Robfletch, Inc. being the surviving corporation after the Merger, be and is hereby approved;

FURTHER RESOLVED, that the President and/or Secretary or other appropriate officers shall take any and all actions, including the execution and delivery of the Agreement and Plan of Merger and Articles of Merger where required, necessary or convenient to effect the Agreement in the name and on behalf of the Corporation.