

P0200013388

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

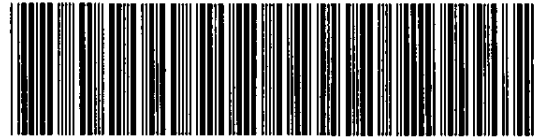
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Not enough
money

Office Use Only



300267232853

01/07/15--01002--010 **35.00

12/17/14--01024--013 **35.00

FILED
15 DEC 17 AM 11:13
TALLAHASSEE, FLORIDA

merged

DEC 10 2014

JAN 09 2015

R. WHITE



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 19, 2014

DAVID E WILDER
411 GORDON AVE
THOMASVILLE, GA 31792

SUBJECT: RUMBLES OES, INC.
Ref. Number: P02000133285

We have received your document for RUMBLES OES, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger for corporations is \$35.00 per entity. Therefore, the total cost to file this document is \$70.00. There is an additional filing fee of \$35.00 due.

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.

Rebekah White
Regulatory Specialist II

Letter Number: 314A00026957

LAW OFFICES
ALEXANDER & VANN, LLP
411 GORDON AVENUE
THOMASVILLE, GEORGIA 31792
TEL: (229) 226-2565 • FAX: (229) 228-4962
dwilder@alexandervann.com

December 29, 2014

Florida Department of State
Division of Corporations
Attn: Rebekah White
Post Office Box 6327
Tallahassee, Florida 32314

Re: Filing of Articles of Merger for RUMBLES OES, INC. a Florida corporation, with
RUMBLES', INCORPORATED, a Georgia corporation (the Surviving Party)
Ref. Number: P02000133285

Dear Mrs. White:

Pursuant to our telephone conversation with Darlene and in regards to your enclosed letter dated December 19, 2014, enclosed please find our firm's check in the amount of \$35.00 payable to the Florida Department of State in payment of the additional filing fee for the Articles of Merger. Please back date our filing to December 17, 2014, which is the date you originally received our filing.

Should you have any questions regarding this filing or regarding the enclosed documents, please contact the undersigned at the telephone number or address set forth above.

Very truly yours,

Alexander & Vann, LLP

By: 
David E. Wilder

For Rumbles OES, Inc.

RECEIVED
14 DEC 31 PM 1:27
ENCLOSURES

FILED
15 DEC 17 AM 11:12
SECRETARY OF STATE
GEORGIA

**ARTICLES OF MERGER OF
RUMBLES OES, INC., A FLORIDA CORPORATION
WITH AND INTO
RUMBLES', INCORPORATED, A GEORGIA CORPORATION**

These Articles of Merger are submitted to merge RUMBLES OES, INC. ("OES"), a Florida corporation, with and into RUMBLES' INCORPORATED ("RUMBLES"), a Georgia corporation, in accordance with the Florida Business Corporation Act and the Georgia Business Corporation Code.

I

The Agreement and Plan of Merger attached to these Articles as Exhibit A and incorporated by this reference was duly approved by the Boards of Directors and the Shareholders of OES in accordance with the applicable provisions of Chapter 607, Florida Statutes.

II

The Agreement and Plan of Merger attached to these Articles as Exhibit A and incorporated by this reference was duly approved by the Boards of Directors and the Shareholders of RUMBLES in accordance with the applicable provisions of O.C.G.A. § 14-2-101 et seq.

III

The name of the surviving corporation is RUMBLES' INCORPORATED, a Georgia corporation.

IV

Pursuant to the Agreement and Plan of Merger, the merger of OES and RUMBLES shall be effective as of January 1, 2015.

V

The address of the principal office of RUMBLES, the surviving corporation, is 1319 W. Jackson Street, Thomasville, Georgia 31792.

VI

(a) RUMBLES appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of OES.

(b) RUMBLES agrees to promptly pay the dissenting shareholders of OES the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

OES RUMBLES, INC.

BY: Joseph F. Fletcher
Joseph F. Fletcher, President

ATTEST: Fortson Rumble
Fortson Rumble, Secretary

[Corporate Seal]

RUMBLES', INCORPORATED

BY: Fortson Rumble
Fortson Rumble, President

ATTEST: Tammy Spikes
Tammy Spikes, Secretary

[Corporate Seal]

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER OF RUMBLES OES, INC.
WITH AND INTO RUMBLES', INCORPORATED**

This Agreement and Plan of Merger (the "Agreement") is dated the 16 day of December, 2015, by and between RUMBLES OES, INC., a Florida corporation ("OES"), and RUMBLES', INCORPORATED, a Georgia corporation ("RUMBLES") (OES and RUMBLES being sometimes collectively referred to in this Plan as the "Constituent Corporations").

Explanatory Statements

WHEREAS, OES is a corporation organized under the laws of the State of Florida with its principal office located at 1706 Capital Circle NE, Suite 3, Tallahassee, Florida 32308;

WHEREAS, OES has authorized capital stock consisting of 500 shares of common stock, having no par value ("OES Common Stock"), of which 100 shares are issued and outstanding;

WHEREAS, RUMBLES is a corporation organized under the laws of the State of Georgia with its principal office located at 1319 W. Jackson Street, Thomasville, Georgia 31792;

WHEREAS, RUMBLES has authorized capital stock consisting of 500 shares of common stock, having \$100.00 par value ("RUMBLES Common Stock"), of which 100 shares are issued and outstanding;

WHEREAS, the laws of the State of Georgia and the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that OES be merged with and into RUMBLES on the terms and conditions set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of OES and RUMBLES and recommended to such shareholders approval of the terms and conditions set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained in this Agreement, it is agreed by and between the parties, subject to the conditions set forth and in accordance with the Georgia Business Corporation Code, and with the Florida Business Corporation Act, that OES shall be and is, at the Effective Date, merged with and into RUMBLES (with RUMBLES subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "RUMBLES', INCORPORATED," and that the terms and conditions of the merger agreed upon, the mode of carrying the same into effect and the manner of converting shares are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, OES shall be merged with and into RUMBLES, and RUMBLES shall continue in existence and the merger shall in all respects have the effect provided for in O.C.G.A. §14-2-1106 and F.S. § 607.1106.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of OES shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms of this Agreement, the title to any property or rights of OES, the last acting officers of OES, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each share of OES Common Stock issued and outstanding immediately prior to the Effective Date (other than shares held by OES and other than Dissenting Shares, as defined in Section 2.3) shall, by virtue of the merger and without any action on the part of the holder, be converted into 0.08795 shares of RUMBLES Common Stock, subject to the provisions of Section 2.2, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of RUMBLES Common Stock outstanding and owned of record by its shareholders immediately before the Effective Date shall be identical to an outstanding or reacquired share of Common Stock of the Surviving Corporation immediately after the merger.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior to the Effective Date represented shares of OES Common Stock (other than holders of Dissenting Shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of RUMBLES Common Stock of the Surviving Corporation into which the aggregate number of shares of OES Common Stock previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

Section 3

Directors and Officers

The persons who are directors and officers of RUMBLES immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of RUMBLES, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law.

4.2. From and after the Effective Date, the bylaws of RUMBLES, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law.

Section 5

Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of OES and RUMBLES as provided by the Georgia Business Corporation Code and by the Florida Business Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or documented consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia and the laws of the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and 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 of the merger. The merger shall become effective on January 1, 2015 (said date is being referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the Effective Date, the Board of Directors of OES or RUMBLES, with the approval of the shareholders of either such corporation, may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations.

Section 7

Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature page follows]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first written.

OES RUMBLES, INC.

BY: Joseph F. Fletcher
Joseph F. Fletcher, President

ATTEST: Fortson Rumble
Fortson Rumble, Secretary

[Corporate Seal]

RUMBLES', INCORPORATED

BY: Fortson Rumble
Fortson Rumble, President

ATTEST: Tammy Spikes
Tammy Spikes, Secretary

[Corporate Seal]

END OF EXHIBIT "A"