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Florida Department of State
Division of Corporations
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From:

Account Name : STEPHEN R. MOORHEAD, P.A.
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MERGER OR SHARE EXCHANGE

W.S. Eliason Company

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TALLAHASSEE FLORIDA

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DIVISION OF CORPORATIONS

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Merger

**Articles of Merger of
Eliaison Transitory Subsidiary, Inc.
into W.S. Eliason Company**

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TALLAHASSEE FLORIDA

Pursuant to the Section 607.1105 of the Florida Statutes, the undersigned corporations, Eliaison Transitory Subsidiary, Inc., a Florida corporation, and W.S. Eliason Company, a Florida corporation, adopt the following Articles of Merger for the purpose of merging Eliaison Transitory Subsidiary, Inc. into W.S. Eliason Company:

Plan of Merger

The Plan of Merger setting forth the terms and conditions of the merger of Eliaison Transitory Subsidiary, Inc. into W.S. Eliason Company Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

1. There are 1,000 shares of common stock, each of \$1.00 par value of W.S. Eliason Company issued and outstanding that were entitled to vote on the Plan of Merger. All shares were voted in favor of the Plan of Merger and none were voted against the Plan of Merger as evidenced by a written consent that was signed by all of the shareholders of W.S. Eliason Company.
2. There are 1,000 shares of common stock, each of \$1.00 par value of Eliaison Transitory Subsidiary, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. All shares were voted in favor of the Plan of Merger and none were voted against the Plan of Merger as evidenced by a written consent that was signed by all of the shareholders of Eliaison Transitory Subsidiary, Inc.

Effective Date

The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

In witness whereof, each of the undersigned corporations have caused these Articles to be signed as of August 19, 2005.

W.S. Eliason Company


Whyatt S. Eliason, President

Eliaison Transitory Subsidiary, Inc.


Whyatt S. Eliason, President

Stephen R. Moorhead, Esq.
Florida Bar No. 613339
McDonald Fleming Moorhead
25 W. Government Street
Pensacola, Florida 32502
Phone: (850) 477-0660; Fax: (850) 477-4510

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**Plan and Agreement for the
Merger of Eliason Transitory Subsidiary, Inc.
with and into W.S. Eliason Company**

This is a Plan and Agreement of Merger ("Agreement") between W.S. Eliason Company, a Florida corporation (the "Surviving Corporation"), and Eliason Transitory Subsidiary, Inc., a Florida corporation (the "Merging Corporation"). W.S. Eliason, Ltd. Company, a Florida limited liability company ("Parent"), is the sole owner of all of the issued and outstanding stock of Merging Corporation. Whyann S. Eliason, Corinne D. Eliason, Tara L. Eliason and John A. Eliason ("Shareholders") are the owners of all of the issued and outstanding stock of Surviving Corporation. Parent is a party to this Agreement solely to evidence its concurrence with and willingness to be bound to its obligations under this Agreement.

Article 1. Plan of Merger

Plan Adopted

1.01. A plan of merger of Merging Corporation and Surviving Corporation, pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

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

(b) On the Effective Date (as defined below), the separate corporate existence of Merging Corporation shall cease, and Surviving Corporation shall succeed, without other transfer, to all the rights and property of Merging Corporation and shall be subject to all the debts and liabilities of Merging Corporation in the same manner as if Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger;

(c) Surviving Corporation will carry on business with the assets of Merging Corporation, as well as with the assets of Surviving Corporation;

(d) Parent will surrender all of its shares in Merging Corporation shares in the manner hereinafter set forth;

(e) Shareholders will surrender all of their shares in Surviving Corporation in the manner hereinafter set forth;

(f) In exchange for the shares of Merging Corporation surrendered by Parent, Shareholders will transfer to Parent their shares in Surviving Corporation;

(g) In exchange for the shares of Surviving Corporation surrendered by Shareholder, Parent will issue and transfer to Shareholders membership interests in itself in the percentage interests as follows: Whyann S. Eliason - 27%; Corinne D. Eliason - 27%; Tara L. Eliason - 23%; and John A. Eliason - 23%;

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Effective Date

1.02. The effective date of the merger ("Effective Date") shall be the date when the Articles of Merger are filed by the Department of State.

Article 2. Representations and Warranties of Constituent Corporations**Non-Survivor**

2.01. As a material inducement to Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Merging Corporation represents and warrants to Surviving Corporation as follows:

(a) Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted. Merging Corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Merging Corporation has authorized 10,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) All required federal, state, and local tax returns of Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Merging Corporation has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to Merging Corporation to execute this Agreement and perform its obligations under this Agreement, Surviving Corporation represents and warrants to Merging Corporation as follows:

(a) Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving Corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Surviving Corporation has authorized 10,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and applicable state securities laws and the related governmental agencies and supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with applicable antifraud restrictions.

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Article 3. Covenants, Actions, and Obligations Prior to the Effective Date**Interim Conduct of Business; Limitations**

3.01. Except as limited by this Section, pending consummation of the merger, each constituent corporation will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior written consent of Surviving Corporation, until the first to occur of consummation of the merger or the termination of this Agreement, Merging Corporation shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares;
- (b) Create or issue any indebtedness for borrowed money; or
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations for their approval to the extent and in the manner required by applicable law.

Conditions Precedent to Obligations of Merging Corporation

3.03. Except as expressly waived in writing by Merging Corporation, all of Merging Corporation's obligations under this Agreement are subject to Surviving Corporation's completion, on or before the Effective Date, of each of the following conditions:

- (a) Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date;
- (b) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement; and
- (c) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to Merging Corporation.

Conditions Precedent to Obligations of Surviving Corporation

3.04. Except as may be expressly waived in writing by Surviving Corporation, all of the obligations of Surviving Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Merging Corporation:

- (a) Merging Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date;
- (b) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement; and

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(c) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to Surviving Corporation.

Article 4. Manner of Converting Shares

Manner

4.01. Parent shall surrender its shares in Merging Corporation shares to the Secretary of Surviving Corporation promptly after the Effective Date, in exchange for shares of Surviving Corporation to which they are entitled under this Article 4 of this Agreement.

4.02. The Shareholders shall surrender their shares in Surviving Corporation to the Secretary of Parent promptly after the Effective Date, in exchange for shares of Parent to which they are entitled under this Article 4 of this Agreement.

Basis

4.03. Parent shall be entitled to receive 100% of the issued and outstanding shares in Surviving Corporation

4.04. Shareholders shall be entitled to receive membership interests in Parent in the same percentage interests as follows: Whym S. Eliason - 27%; Corrine D. Eliason - 27%; Tara L. Eliason - 23%; and John A. Eliason - 23%.

Shares of Survivor

4.05. The currently outstanding 1,000 shares of common stock of Surviving Corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of Surviving Corporation.

Article 5. Directors and Officers

Directors and Officers of Survivor

The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of Surviving Corporation until the next annual meeting or until their successors have been elected and qualified. If a vacancy shall exist on the Board of Directors of Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Surviving Corporation. All persons who are as of the Effective Date executive or administrative officers of Surviving Corporation shall remain as officers of Surviving Corporation until the Board of Directors of Surviving Corporation shall determine otherwise. The Board of Directors of Surviving Corporation may elect or appoint additional officers as it deems necessary.

Article 6. Bylaws

Bylaws of Survivor

The bylaws of Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

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Article 7. Termination

Circumstances

7.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either constituent corporation;

(a) By mutual consent of the Board of Directors of the constituent corporations;

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable; or

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation or their assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable;

(c) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable;

(d) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business condition, financial or otherwise, of either constituent corporation; or

(e) At the election of the Board of Directors of Surviving Corporation if, without the prior written consent of Surviving Corporation, Merging Corporation shall have:

(1) Declared or paid any distribution on its shares;

(2) Created or issued any indebtedness for borrowed money; or

(3) Entered into any transaction other than those involved in carrying on its ordinary course of business.

Notice of Termination

7.02. If an election is made in accordance with the preceding Section to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation; and

(b) On the giving of notice as provided in paragraph (a), this Agreement shall terminate and the proposed merger shall be abandoned.

Article 8. Interpretation and Enforcement

Further Assurances

8.01. Merging Corporation agrees that from time to time after the Effective Date, as and when requested by Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments contemplated by or required to effectuate the merger. Merging Corporation further agrees to take or cause to be taken any

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further or other actions as Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to Surviving Corporation title to possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

8.02. Any notice or other communication required or permitted under this Agreement shall be properly given and deemed delivered when addressed as follows and: (a) deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid; (b) deposited with a nationally recognized company within the United States that provides overnight courier service for transmittal, charges prepaid; or (c) sent via electronic communication such as fax or email, but if only if so sent after 8:00 am and before 5:00 pm local time to the recipient's location on a business day that is not a legal holiday, otherwise it will be deemed delivered as of 8:00 am on the next succeeding business day that is not a legal holiday:

(a) In the case of Merging Corporation, to W.S. Eliason Company, Attn: Whynn S. Eliason, President, 5515 Oakmont Drive, Pace, Florida 32571 or to such other person or address as Merging Corporation may from time to time request in writing;

(b) In the case of Surviving Corporation, to Eliason Transitory Subsidiary, Inc., Attn: Whynn S. Eliason, President, 5515 Oakmont Drive, Pace, Florida 32571 or to such other person or address as Surviving Corporation may from time to time request in writing; and

(c) In the case of Parent, to W.S. Eliason, Ltd. Company, Attn: Whynn S. Eliason, President, 5515 Oakmont Drive, Pace, Florida 32571 or to such other person or address as Parent may from time to time request in writing.

Entire Agreement; Counterparts

8.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

8.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

[End of text.]

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Signed on August 19, 2005.

W.S. Eliason Company

Wynn S. Eliason

Signature

WYNN S. ELIASON, PRESIDENT
Typed or printed name and title

Attest:

Corinne D. Eliason

Signature

Corinne D. Eliason, Secretary
Typed or printed name and title
[Affix or imprint company seal]

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Signed on August 19, 2005.

Eliason Transitory Subsidiary, Inc.

Wynn S. Eliason
Signature

WYNN S. ELIASON, PRESIDENT
Typed or printed name and title

Attest:

Corinne D. Eliason
Signature

Corinne D. Eliason, Secretary
Typed or printed name and title
[Affix or imprint company seal]

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Signed on August 19, 2005.

W.S. Eliason, Ltd. Company

Wynne S. Eliason

Signature

WYNNE S. ELIASON, PRESIDENT

Typed or printed name and title

Attest:

Corinne D. Eliason

Signature

Corinne D. Eliason, Secretary

Typed or printed name and title

[Affix or imprint company seal]

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