

PD3D00120598

(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:

Office Use Only



600274978296

07/14/15--01019--032 **78.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 AUG 25 PM 2:47

merger / *CC*
AUG 25 2015
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ANY TIME EMBEDS, 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:

JOAN HAMMER

Contact Person

ANY TIME EMBEDS, INC.

Firm/Company

4700 COLONY RD

Address

NEW SMYRNA BEACH, FL 32168

City/State and Zip Code

JMHAMMER@AEIWELDING.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

JOAN HAMMER

Name of Contact Person

At (386)

428-3136

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 16, 2015

JOAN HAMMER
ANY TIME EMBEDS, INC.
4700 COLONY RD
NEW SMYRNA BEACH, FL 32168

SUBJECT: ANY TIME EMBEDS, INC.
Ref. Number: P03000120598

We have received your document for ANY TIME EMBEDS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please include the exhibit(s) referred to in your document.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 515A00014916

RECEIVED

15 AUG 25 PM 12:06

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Any Time Embeds, Inc.	Florida	P03000120598

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Anytime Welding & Fabrication, Inc.	Florida	P10000066161

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 1, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 1, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
STATE
SECRETARY OF
DIVISION OF CORPORATIONS
2015 AUG 25 PM 2:47

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Any Time Embeds

Joan Hammer

Joan Hammer CFO, VP

Any Time Embeds

Brian D. Hammer

Brian D. Hammer CEO, P

Anytime Welding &
Fabrication

Joan Hammer

Joan Hammer, CEO

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

ANY TIME EMBEDS, INC.

FLORIDA

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

ANYTIME WELDING & FABRICATION, INC.

FLORIDA

Third: The terms and conditions of the merger are as follows:

See attached "Terms & Conditions Letter of Intent"

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

see attached "Shareholder Agreement"
(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

Please see the attached copy of the "Articles of Amendment to Articles of Incorporation" for Any Time Embeds, Inc.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

**TERMS & CONDITIONS
LETTER OF INTENT**

THIS LETTER OF INTENT (the "Letter") made as of this 1st day of July, 2015 (the "Execution Date"),

BETWEEN:

Any Time Embeds, Inc. of 4700 Colony Road, New Smyrna Beach, Florida 32168, and
Anytime Welding & Fabrication, Inc. of 4700 Colony Road, New Smyrna Beach, Florida 32168

(individually the "Merging Party" and collectively the "Parties")

BACKGROUND:

- A. The Parties to this Letter wish to merge their respective businesses to form a new business entity.

This Letter will establish the basic terms to be used in a future merger agreement between the Parties. The terms contained in this Letter are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Letter does not create a binding agreement between the Parties and will not be enforceable. Only the future merger agreement, duly executed by the Parties, will be enforceable. The terms and conditions of any future merger agreement will supersede any terms and conditions contained in this Letter. The Parties are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Letter.

Transaction Description

2. Description of this business merger transaction:

The business known as Anytime Welding & Fabrication, Inc. will merge and operate under the business known as Any Time Embeds, Inc. Each of the Parties named in this Letter will have a shares in the new business entity. Management responsibility for the new business entity will be shared between parties, with Joan M. Hammer assigned as President & CEO and Brian D. Hammer assigned as Vice President and COO of the new business entity.

Closing Date

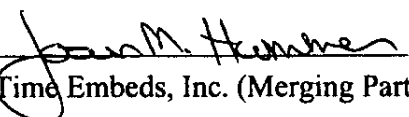
Closing Date

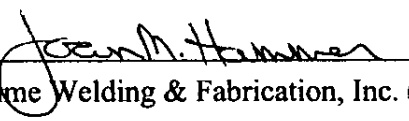
3. The business merger will be completed on or about the 1st day of July, 2015 (the "Closing Date"). All obligations as indicated in any future agreement will be completed and met by the Closing Date.

Representations

4. The Parties represent and warrant that their respective assets, real property or personal property, which constitutes any or all of this proposed transaction, are free and clear of any liens, charges, encumbrances or rights of others. If the representations of one or more of the Parties are untrue upon the Closing Date, then any remaining Parties may terminate any future agreement without penalty.

This Letter accurately reflects the understanding between the merging Parties, signed on this 1st day of July, 2015.

Per:  (Seal)
Any Time Embeds, Inc. (Merging Party)

Per:  (Seal)
Anytime Welding & Fabrication, Inc. (Merging Party)

SHAREHOLDER AGREEMENT

THIS SHAREHOLDER AGREEMENT made this 21st day of May, 2015.

BETWEEN:

Joan M Hammer of 4700 Colony Rd. New Smyrna Beach, FL 32168
OF THE FIRST PART

and

Brian D Hammer of 4700 Colony Rd., New Smyrna Beach, FL 32168
OF THE SECOND PART

and

Any Time Embeds, Inc. of 4700 Colony Rd. New Smyrna Beach, FL 32168
(the "Corporation")
OF THE THIRD PART

Background

- A. The Corporation is incorporated under the Florida Business Corporation Act (the "Act").
- B. The Act permits the Shareholders to enter into a shareholder agreement in writing to restrict the powers of the directors of the Corporation to manage the business and affairs of the Corporation and to confer certain of the powers normally possessed by the directors of the Corporation on the Shareholders.
- C. The Shareholders have decided to enter into this agreement (the "Agreement") to govern their respective interests, obligations, liabilities, ownership and rights in the Corporation and to provide for the better government of the Corporation.
- D. All of the Shareholders have executed this Agreement.
- E. The Corporation has executed this Agreement for the purpose of acknowledging notice of this Agreement and, where permitted by law, for the purpose of agreeing to give effect to the terms of this Agreement.

IN CONSIDERATION OF the premises and mutual covenants and agreements in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Interpretation

1. In this Agreement

- a. "Articles" are the Corporation's Articles of Incorporation or Articles of Amalgamation, as the case may be;
- b. "Board" means the board of directors of the Corporation;
- c. "Business Day" means a day other than a Saturday or Sunday or statutory holiday;
- d. "By-laws" means the by-laws of the Corporation as of the date of this Agreement and as may be amended from time to time;
- e. "Fair Market Value" means the fair market value as determined by a professional appraiser selected by and paid for by the Corporation;
- f. "Financial Statements" means the financial statements of the Corporation, prepared in accordance with generally accepted accounting principles;
- g. "Party" or "Parties" means all of the Shareholders and the Corporation;
- h. "Share" or "Shares" refers to one or more shares in the capital of the Corporation;
- i. "Shareholder" means any one of the Shareholders who is or later becomes a Shareholder in the Corporation;
- j. "Shareholders" mean any two or more of the Shareholders who are or later become Shareholders in the Corporation.

Shareholder Agreement

2. This Agreement restricts the Board's power to manage and supervise the Corporation to the extent necessary to effect the Shareholders' objectives as such objectives are set out in this Agreement and transfers such powers to the Shareholders. The Shareholders acknowledge that to the extent the Board's powers are restricted and transferred to the Shareholders, the obligations and liabilities of the Board, and the individual directors thereon, are also transferred to the Shareholders.

By-laws and Articles

3. The By-laws will be read as being subject to the provisions of this Agreement. The By-laws will not be amended or repealed except by written Agreement of all of the Shareholders.

4. The Articles will be read as being subject to the provisions of this Agreement. The Articles will not be amended or repealed except by written Agreement of all of the Shareholders.

Warranties

5. The Corporation warrants that as of the date of this Agreement, all issued and outstanding Shares are owned as follows:

Name	Number of Shares	Class
Joan M Hammer	510	Class A
Brian D Hammer	490	Class A

6. Each Shareholder warrants that the Shareholder is the sole beneficial owner of the Shares identified as being owned by that Shareholder in this Agreement.
7. The Corporation warrants that it has the necessary corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.
8. Each Shareholder warrants that he or she is not prevented by reason of law or any other contractual agreement from entering into this Agreement.

Management of the Corporation

9. The Shareholders will exercise any and all voting rights attached to all Shares owned by them to elect the following individuals as directors of the Corporation unless the person that the Shareholders have agreed to elect is unable or unwilling to act as a director:

Name	Date of Appointment	Annual Remuneration
Rachael M Houle		
Eric S Hammer		
_____	_____	\$ _____
_____	_____	\$ _____

10. The following persons will be appointed to the office or offices of the Corporation shown beside their respective names:

11.

	Name	Term	Annual Salary
President:	Joan M Hammer	_____	_____
Vice-President:	Brian D Hammer	_____	_____

12. The Corporation will not make capital expenditures in excess of \$10,000.00 without the prior written approval of all of the Shareholders.
13. The Corporation will not mortgage, charge, grant a security interest in or otherwise encumber the Corporation's assets, except for purchase money security interests incurred in the ordinary course of business, without the prior written approval of all of the Shareholders.
14. The Corporation will not sell, lease, exchange or dispose of any of the Corporation's assets that have an aggregate value in excess of \$10,000.00 in any fiscal year, except for inventory that is disposed of in the ordinary course of business, without the prior written approval of all of the Shareholders.
15. The Corporation will not issue any Shares after the date of this Agreement unless the Shares are issued in accordance with this Agreement or with the prior written approval of all of the Shareholders.

Pre-Emptive Rights

15. Subject to the limitations on pre-emptive rights in the Act, and subject to the Articles, any Shares issued by the Corporation will be offered and issued in accordance with the following provisions:
 - a. The Shares will be offered first to the Shareholders of the class of Shares being issued (the "First Offer") on a pro rata basis.
 - b. Any Shares remaining after the First Offer will be offered on an equal basis to the other Shareholders of that class (the "Second Offer") for not less than the subscription price specified in the First Offer and on terms not more favorable than those in the First Offer.
 - c. Any Shares remaining after the Second Offer will be offered on an equal basis to all Shareholders in the Corporation (the "Third Offer") for not less than the subscription price specified in the Second Offer and on terms not more favorable than those in the First Offer.
 - d. Any Shares remaining after the Third Offer may be offered to any person or persons (the "Final Offer") for not less than the subscription price specified in the Third Offer and on terms not more favorable than those in the First Offer.
16. The First Offer, the Second Offer, the Third Offer and the Final Offer (collectively and individually the "Offer") will be in writing and will specify:
 - a. the subscription price at which the Shares are offered;
 - b. the date by which the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;

- c. the terms of the Offer; and
- d. the closing date for the transaction, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.

17. If the Offer is not accepted within the time period specified for accepting the Offer, the Offer will be deemed to be declined.

18. Shares will not be issued unless:

- a. the subscriber is a party to this Agreement; or
- b. the subscriber agrees to be bound by and to become a party to this Agreement and gives a written and legally binding undertaking to be bound by and become a party to this Agreement.

Shot Gun Provision

19. If any of the Shareholders have a dispute (a "Material Dispute") regarding:

- a. the manner in which the affairs of the Corporation are to be conducted, or
- b. the business in which the Corporation should engage, or
- c. any other matter where the disagreement is of such a nature that it is likely to prejudice the operations or profitability of the Corporation

and if the Material Dispute cannot be resolved after negotiation for a period of not less than thirty (30) days, then any Shareholder (the "Initiating Shareholder") may initiate a forced buy or sell agreement (the "Shot Gun Provision").

20. If there are only two Shareholders to this Agreement at the time this Shot Gun Provision is utilized, the Initiating Shareholder will give a written offer (the "Offer") to the other Shareholder (the "Offeree") specifying the price per Shares (the "Price") at which the Initiating Shareholder is willing to:

- a. sell all of the Shares owned by the Initiating Shareholder, or
- b. purchase all of the Shares owned by the Offeree.

21. The Offeree will, within 15 Business Days of receiving the Offer, give notice to the Initiating Shareholder indicating that the Offeree has elected to either:

- a. purchase the Initiating Shareholder's Shares at the Price, or
- b. sell the Offeree's Shares at the Price.

22. If the Offeree does not respond to the Offer before 5 o'clock in the afternoon on the 15th Business Day after the date on which the Offer was received, the Offeree will be deemed to have agreed to sell the Offeree's Shares to the Initiating Shareholder at the Price.
23. If the Offeree elects to purchase the Initiating Shareholder's Shares, the Offeree will tender a certified check for the Price within 10 Business Days of notifying the Initiating Shareholder that the Offeree has elected to purchase the Initiating Shareholder's Shares, and the Initiating Shareholder will transfer or cause to be transferred to the Offeree all of the Initiating Shareholder's Shares on receipt of the Price.
24. If the Offeree elects or is deemed to elect to sell the Offeree's Shares to the Initiating Shareholder, the Initiating Shareholder will tender a certified cheque for the Price within 10 Business Days of either the date on which the Initiating Shareholder receives notice that the Offeree has elected to sell the Offeree's Shares or the date on which the Offeree is deemed to have elected to sell the Offeree's Shares to the Initiating Shareholder, and the Offeree will transfer or cause to be transferred to the Initiating Shareholder all of the Offeree's Shares on receipt of the Price.
25. Failure to make a payment required by this Shot Gun Provision or failure to transfer Shares as required by this Shot Gun Provision will be deemed to be a breach of contract and the non-defaulting party will, in addition to any other remedies available by statute or at law or equity, be entitled to and may elect to, by written notice within 30 Business Days of the default, purchase the defaulting party's Shares at 75% of the Price.
26. If there are more than two Shareholders to this Agreement, the Initiating Shareholder may make an Offer to one of the other Shareholders, and the procedure in this Shot Gun Provision will apply as if there were only two Shareholders. The Initiating Shareholder may also make an offer to the other Shareholders as a group, and the other Shareholders will either come to an agreement among themselves to buy the Initiating Shareholder's Shares or will, as a group, elect to sell all of the their Shares to the Initiating Shareholder, and the procedure in this clause will apply.

Right of First Refusal

27. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:
 - a. the Shares are first offered at not more than Fair Market Value to the Shareholders of the class of Shares being sold on a pro rata basis ("Offer One"); and
 - b. Shares remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.
28. Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less

than the price specified in Offer Two and on terms not more favorable than those in Offer One.

29. Offer One, Offer Two and the Third Party Offer (collectively and individually the "Offer") will be in writing and will specify:
- a. the price at which the Shares are offered; and
 - b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made; and
 - c. the terms of the Offer; and
 - d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.
30. Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.
31. If a transaction involving the sale of Shares to a person, firm, partnership, association, or other entity that was not previously a Shareholder of the Corporation (a "Third Party") will result in the Third Party acquiring 50% or more of the Shares in the Corporation, the selling Shareholder or Shareholders ("Selling Shareholder") will not be entitled to sell the Shares unless the Third Party offers the following option to each remaining Shareholder ("Remaining Shareholder").
- a. The Third Party will offer to purchase any Remaining Shareholder's Shares. This offer will remain open for a period of 90 days from the date on which the Third Party first acquires Shares in the Corporation.
 - b. If the Remaining Shareholder is selling Shares of the same class and series as the Shares purchased by the Third Party, the price will be the same.
 - c. If the Remaining Shareholder is selling Shares of a class or series other than the Shares purchased by the Third Party, the price will be the Fair Market Value of the Shares. If the Fair Market Value of the Shares is unknown, the Third Party will bear the cost of determining the Fair Market Value of the Shares.
 - d. The Third Party will purchase the Remaining Shareholder's Shares on terms that are substantially similar to and not less favorable to the Remaining Shareholder than those in the transaction between the Selling Shareholder and the Third Party.

Notice of this Agreement on Shares

32. Shares certificates will have subscribed on them the following notice or a notice that is substantially similar to the following notice:

The Shares represented by this certificate are subject to the provisions of a Shareholder

Agreement, made the 21st day of May, 2015, which restricts the right to sell, transfer or encumber any shares in the Corporation, including the shares represented by this certificate. Notice of the said agreement is hereby given. A copy of the said agreement may be obtained by sending a written request to the Board of Directors for the Corporation.

Effective Date and Term

33. This Agreement will come into effect on the date of its execution.
34. This Agreement will remain in effect until the 1st day of January, 2025 or until the earliest of
- a. the date specified in a written agreement, signed by all of the Shareholders, terminating this Agreement;
 - b. the date on which there is only one Shareholder in the Corporation; or
 - c. the bankruptcy, winding-up or dissolution of the Corporation.

But in any event, this Agreement will not last longer than 10 years unless it is renewed by the Shareholders.

Address for Notice

35. Service of all notices under this Agreement will be sufficient if delivered personally or mailed certified, return receipt requested, postage prepaid, to the following addresses:

Joan M Hammer: 4700 Colony Rd. New Smyrna Beach, FL 32168

Brian D Hammer: 4700 Colony Rd.. New Smyrna Beach, FL 32168

Any Time Embeds, Inc.: 4700 Colony Rd. New Smyrna Beach, FL 32168

Any Shareholder may, on written notice to all other Shareholders and the Corporation, change the Shareholder's address for notice under this Agreement. If the Corporation's registered address changes, the Corporation may, on written notice to all Shareholders, change its address for notice under this Agreement.

Severability

36. If there is a conflict between any provision of this Agreement and its governing legislation (the "Legislation"), the Legislation will prevail and this Agreement will be amended in order to comply with the Legislation. Further, any provisions required by the Legislation are incorporated into this Agreement.

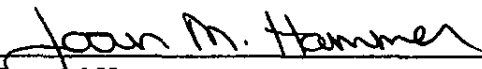
37. If there is a conflict between any provision of this Agreement and any form of Agreement prescribed by the Legislation, that prescribed form will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Agreement.
38. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by the Parties subsequent to the expungement of the invalid provision.


General Provisions

39. This Agreement will not be amended or modified except by the written agreement of all the Shareholders. All Shareholders, without the consent of the Corporation, may modify, amend or rescind this Agreement.
40. This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or representation with respect to the matters set forth in this Agreement, and there are no conditions, warranties, representations, agreements, express or implied, relating to such matters.
41. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.
42. Headings are inserted for the convenience of the Parties and for the purpose of interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. Words in the neuter mean and include the masculine and feminine and vice versa.
43. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Parties.
44. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
45. Time is of the essence in this Agreement.
46. The Parties will do all acts and things and execute all documents that are reasonably necessary or advantageous to enforce this Agreement according to its tenor and intent and each Party will bear that Party's own expenses in connection with the same.
47. All dollar amounts in this Agreement refer to U.S. dollars, and all payments required to be paid under this Agreement will be paid in U.S. dollars unless the Parties agree otherwise.
48. No Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond

that Party's control including, but not limited to acts of God or government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

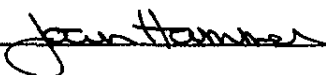
IN WITNESS WHEREOF the Parties have executed this Agreement on this 21st day of May, 2015.


Joan M Hammer


Brian D Hammer

Any Time Embeds, Inc.

per:



CONSENT TO BE DIRECTOR AND OFFICER

TO: Anytime Embeds, Inc. (the "Corporation")
AND TO: The Directors and Shareholders of the Corporation
FROM: Eric S. Hammer

I HEREBY:

1. Consent to act as a director and officer of the Corporation;
2. Acknowledge and declare that:
 - a. I am at least eighteen years of age;
 - b. I do not have the status of a bankrupt;
 - c. I am a citizen of United States; and
 - d. I am ordinarily resident in the State of Florida.
3. Declare that my residence address is:

4700 Colony Rd., New Smyrna Beach, FL 32168.
4. Undertake to advise the Corporation in writing forthwith of any change in my citizenship or residence, including a change in residence address; and
5. Consent to the holding of any meeting of the directors of the Corporation by telephone, electronic, or other communications facilities in order to permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

This consent will continue in effect from year to year so long as I am re-elected to the board of directors, provided that if I resign from the board of directors, this consent will cease to have effect on the date the Corporation receives written notice of my resignation.

IN WITNESS WHEREOF Eric S. Hammer has executed this Consent on the 25th day of June, 2015.


Eric S. Hammer