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**MERGER OR SHARE EXCHANGE  
SVATEK CONSULTING, INC.**

|                       |         |
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| Certificate of Status | 0       |
| Certified Copy        | 1       |
| Page Count            | 13      |
| Estimated Charge      | \$78.75 |

## **ARTICLES OF MERGER** **(Profit Corporations)**

**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**Svatek Consulting, Inc.**

Imbriate

**Dennis Svatek, Member Manager**

**Svatek Consulting, Inc.**

Imbatsle

**Dennis Svatek, Director**

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SECTION 103 A  
FALL WASHINGTON, D.C.

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Plan"), dated September 24, 2019, 2019, to be effective as of September 24, 2019 at 11:59 p.m., is entered into by and among, SVATEK CONSULTING, INC., a Texas corporation ("Svatek TX"), SVATEK CONSULTING, INC., a Florida corporation, ("Svatek FL"), and their common owner, Dennis M. Svatek (the "Shareholder"). Svatek TX and Svatek FL are sometimes hereinafter referred to collectively as the "Constituent Entities".

**RECITALS**

- A. Svatek TX is a corporation organized and existing under the laws of the State of Texas.
- B. Svatek FL is a corporation organized and existing under the laws of the State of Florida.
- C. Svatek TX and Svatek FL are both wholly owned by the Shareholder.
- D. Shareholder desires to merge its subsidiary entities as an "F" reorganization under Section 368 (a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"). The reorganization will be facilitated by a merger of Svatek FL with and into Svatek TX, with Svatek TX surviving.
- E. To facilitate the merger of Svatek FL with and into Svatek TX (the "Merger"), the Director of Svatek FL and of Svatek TX have by their respective resolutions duly approved and adopted this Agreement and Plan of Merger (the "Plan"), and the Plan has also been duly approved and adopted by the shareholder of Svatek FL in accordance with Title XXXVI, Section 607.1105 of the Florida Business Corporation Act, and by the shareholder of Svatek TX, in accordance with Chapter 10, Section 10.001 of the Texas Business Organizations Code.

**AGREEMENT**

In consideration of the mutual promises and covenants, and subject to the conditions set forth herein, it is agreed that Svatek FL shall be merged with and into Svatek TX as follows:

**ARTICLE I**  
**MERGER**

1. **Terms of Merger.** The terms of the Merger are as follows:

1.1 **Merger.** Except as otherwise herein specifically set forth, the identity, existence, purposes, powers, rights and immunities of Svatek TX shall continue unaffected and unimpaired by the Merger. The separate existence of Svatek FL, except insofar as it may be continued by statute, shall cease upon the Effective Date, as defined below, of this merger, and thereupon Svatek FL and Svatek TX shall become and be a single entity (sometimes herein referred to as the "Surviving Entity"). All assets, liabilities and tax attributes shall become assets of the Surviving Entity.

1.2 **Effective Date.** Subject to the satisfaction of the conditions precedent and the other obligations of the parties set forth in this Plan, this Plan shall be consummated on or before

\_\_\_\_\_, 2019, at 11:59 p.m. or at such other place, date and time as the parties shall mutually agree. The date of the consummation of this Plan is referred to as the "Effective Date".

**1.3 Corporate Action; Articles of Merger.** The shareholder and directors of Svatek FL and Svatek TX shall take all action required by Section 807.1105 of the Florida Business Corporation Act and Chapter 10 of the Texas Business Organizations Code to approve and authorize the Plan. Svatek FL and Svatek TX (acting through their duly authorized officers) shall each sign a Certificate of Merger in the form attached hereto as Exhibit A (the "Articles of Merger") and shall cause such Certificate of Merger to be filed with the Texas Secretary of State and the Florida Secretary of State to be effective for all purposes as of the Effective Date.

**1.4 Governing Documents.** The Certificate of Formation of Svatek TX, as in effect on the Effective Date of the merger, shall be and remain the Certificate of Formation under which the business of the Surviving Entity shall be conducted, subject to amendment from time to time in the manner now or hereinafter prescribed by law.

**1.5 Purposes of the Surviving Entity.** Svatek TX shall continue as the combined entity for Svatek FL and Svatek TX. All assets, liabilities, obligations, tax attributes and other items of Svatek FL shall be merged into Svatek TX.

**1.6 Registered Office and Agent.** The registered office and registered agent of the Surviving Entity shall be the present registered office and registered agent of Svatek TX.

**1.7 Effect of Merger.** Upon the Effective Date of the merger:

(i) the Surviving Entity shall possess all the rights, privileges, powers and franchises, of both a public and private nature, and shall be subject to all restrictions, disabilities, obligations and duties of Svatek FL;

(ii) the Surviving Entity shall be vested with all rights, title and interest to all real, personal or mixed property of Svatek FL and all debts due Svatek FL on whatever account, as well as all other claims belonging to Svatek FL; and

(iii) all property, rights, privileges, powers and franchises, of both a public and private nature, of Svatek FL shall be thereafter as effectually the property of the Surviving Entity as they were Svatek FL, but all rights of creditors and liens upon all property of Svatek FL shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date of this merger; and all debts, liabilities, obligations and duties of Svatek FL shall henceforth attach to, and are hereby assumed by, the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Entity.

**1.8 Delivery of Deeds and Instruments.** From time to time as and when requested by the Surviving Entity, or by its successors or assigns, each of the Constituent Entities shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take or cause to be taken all such other actions as the Surviving Entity may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Entity title to and possession of all the property, rights, privileges, powers and franchises, of both a public and private nature, referred to in the above Paragraph entitled "Effect of Merger" and otherwise to carry out the intent and purposes of the Plan.

1.9 **Tax-free Reorganization.** The Constituent Entities intend that the Merger of Svatek FL into Svatek TX under the Plan qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Code. Further, the Plan is intended for all purposes to be a "Plan of merger" as contemplated by Section 10.001 of the Texas Business Organizations Code and an "Agreement of Merger" as contemplated by Section 607.1105 of the Florida Business Corporation Act.

## ARTICLE II CONVERSION OF EVIDENCE OF OWNERSHIP

2.1 **Conversion of Evidence of Ownership.** The manner and basis of converting the evidence of ownership of Svatek FL into evidence of ownership of the Surviving Entity are as follows:

2.2 **Exchange of Shares of Svatek FL for Shares of Svatek TX.** On the Effective Date, the issued and outstanding shares of common stock of Svatek FL (the "Svatek FL Shares") held by the Shareholder shall, by virtue of the Plan and Merger and without any further action of the part of the Shareholder, be converted into and be exchanged for 1,000 shares of common stock of Svatek TX (the "Svatek TX Shares"). The Shareholder shall transfer and deliver to Svatek TX the certificate(s) representing their Svatek FL Shares, and Svatek TX shall cause its secretary to issue to the Shareholder certificates representing 1,000 shares of common stock of Svatek TX in the same percentages as the Svatek FL shares. On the Effective Date, all of the issued and outstanding shares of common stock of Svatek FL shall be canceled.

2.3 **Effect of Exchange of Shares.** All assets of Svatek FL shall, as of the Effective Date, become the property of Svatek TX, and all debts, liabilities, obligations and duties of Svatek FL shall become the obligations of Svatek TX and may be enforced against Svatek TX to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it. Following the exchange of shares, the Shareholder shall own all of the issued and outstanding Svatek TX Shares.

## ARTICLE III REPRESENTATIONS AND WARRANTIES

### 3.1 **Representations and Warranties of Svatek TX**

#### a. **Organization and Standing of Svatek TX; Consents and Authorization.**

(i) Svatek TX is, or at Closing will be, a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas with corporate power to own its property and carry on its business as it is now being conducted.

(ii) This Plan of Merger has been duly authorized by the directors and shareholder of Svatek TX in accordance with Section 10.001 of the Texas Business Organizations Code, and has been duly executed and delivered by Svatek TX. This Plan constitutes the legal, valid and binding obligation of Svatek TX, enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, and similar laws of general application relating to or affecting the enforcement of rights of creditors and subject to general principles of equity.

(iii) The execution, delivery and performance of this Plan do not and will not (i) constitute a violation of the Certificate of Incorporation or the Bylaws of Svatek TX; (ii) constitute a violation of any statute, judgment, order, decree or regulation or rule of any

governmental body applicable or relating to Svatek TX, or (iii) constitute a default under any contract to which Svatek TX is a party.

b. **Capitalization.** Svatek TX has an authorized capitalization of 3,000 shares of common stock, no par value per share, and as of the date of this Plan, 3,000 shares are issued and outstanding, fully paid, and non-assessable. There are no outstanding subscriptions, options, contracts, commitments, or demands relating to the authorized but unissued stock of Svatek TX or other agreements of any character under which Svatek TX would be obligated to issue or purchase shares of its capital stock. As of the date hereof and as of the Effective Date, the Svatek TX Shares constitute all of the issued and outstanding shares of capital stock of Svatek TX of any classes, all of which shares are exclusively owned by the Shareholder.

### 3.2 Representations and Warranties of Svatek FL.

#### a. Organization and Standing of Svatek FL: Consents and Authorizations.

(i) Svatek FL is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power to own its property and carry on its business as it is now being conducted.

(ii) This Plan of Merger has been duly authorized by the directors and shareholder of Svatek FL pursuant to Section 607.1105 of the Florida Business Corporation Act, and has been duly executed and delivered by Svatek FL. This Plan constitutes the legal, valid and binding obligation of Svatek FL, enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, and similar laws of general application relating to or affecting the enforcement of rights of creditors and subject to general principles of equity.

(iii) The execution, delivery and performance of this Plan do not and will not (i) constitute a violation of the Articles of Incorporation or the Bylaws of Svatek FL; (ii) constitute a violation of any statute, judgment, order, decree or regulation or rule of any governmental body applicable or relating to Svatek FL; or (iii) constitute a default under any contract to which Svatek FL is a party.

## ARTICLE IV CONDITIONS PRECEDENT

4.1 **Conditions Precedent to Obligations of Svatek TX.** The obligations of Svatek TX to consummate the Plan shall be subject to the satisfaction of the conditions precedent specified in this Section 4.1:

a. **Truth of Representations and Warranties and Compliance With Covenants.** The representations and warranties of Svatek FL contained in this Plan shall be true as of the Effective Date with the same effect as though made on the Effective Date. Svatek FL shall have performed all obligations and complied with all covenants required by this Plan to be performed or complied with by it prior to the Effective Date.

b. **No Restrictions.** There shall be no litigation or proceeding, pending or threatened, which seeks to enjoin or prohibit the consummation of the transactions contemplated by this Plan or any party from proceeding with such transactions. None of the parties hereto shall (i) be the subject of any pending or threatened litigation which, if adversely determined, would have a materially adverse effect on their respective businesses, properties, assets, financial condition, results of operations or prospects, (ii) have experienced any material adverse change in their

business, properties, assets, financial condition, results of operation or prospects, and (iii) be subject to any material liability or obligation not previously disclosed in writing to the other party.

c. **Permits**. The parties hereto shall have received all permits, authorizations, regulatory approvals, and third party consents necessary or advisable in the opinion of the respective counsel for the parties for the consummation of the transactions contemplated by this Plan, and all applicable legal requirements for such transactions shall have been satisfied.

d. **Approval by Shareholder and Directors**. The Plan shall have been approved by the Director and shareholder of Svatek FL in the manner set forth in Section 607.1105 of the Florida Business Corporation Act.

e. **Tax-Free Reorganization**. Svatek TX, Svatek FL and the Shareholder shall have concluded that the Plan described in Article I above will qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Code.

4.2. **Conditions Precedent to Obligations of Svatek FL**. The obligations of Svatek FL to consummate the Plan shall be subject to the satisfaction of the conditions precedent specified in this Section 4.2:

a. **Truth of Representations and Warranties and Compliance With Covenants**. The representations and warranties of Svatek TX contained in this Plan shall be true as of the Effective Date with the same effect as though made on the Effective Date. Svatek TX shall have performed all obligations and complied with all covenants required by this Plan to be performed or complied with by them prior to the Effective Date.

b. **No Restrictions**. There shall be no litigation or proceeding, pending or threatened, which seeks to enjoin or prohibit the consummation of the transactions contemplated by this Plan or any party from proceeding with such transactions. None of the parties hereto shall (i) be the subject of any pending or threatened litigation which, if adversely determined, would have a materially adverse effect on their respective businesses, properties, assets, financial condition, results of operations or prospects, (ii) have experienced any material adverse change in their business, properties, assets, financial condition, results of operation or prospects, and (iii) be subject to any material liability or obligation not previously disclosed in writing to the other party.

c. **Permits**. The parties hereto shall have received all permits, authorizations, regulatory approvals, and third party consents necessary or advisable in the opinion of the respective counsel for the parties for the consummation of the transactions contemplated by this Plan, and all applicable legal requirements for such transactions shall have been satisfied.

d. **Approval by Shareholder and Directors**. The Plan shall have been approved by the Director and shareholder of Svatek TX in the manner set forth in Section 10.001 of the Texas Business Organizations Code.

e. **Tax-Free Reorganization**. Svatek TX, Svatek FL and the Shareholder shall have concluded that the Plan described in Article I above will qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Code.

#### ARTICLE V SURVIVAL OF WARRANTIES AND LIABILITY

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5.1 **Nature and Survival of Representations and Warranties.** All statements of fact contained in this Plan, or in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of any of the parties pursuant to this Plan shall be deemed representations and warranties made by any such party, respectively, to each other party under this Plan. The covenants, representations, and warranties of the parties shall survive the Effective Date.

5.2 **Indemnification: Expenses.** Each party to this transaction shall pay its own expenses incurred by it arising out of this Plan and the transactions contemplated in this Plan, including but not limited to, all fees and expenses of their counsel and accountants. Whether or not this Plan is terminated, each of the parties shall bear all expenses incurred by it in connection with this Plan and in the consummation of the transactions contemplated by and in preparation for the Plan.

#### ARTICLE VI COMPLIANCE WITH SECURITIES LAWS.

##### 6.1 **Unregistered Stock Under Federal Securities Act.**

a. **Unregistered Shares.** The Shareholder acknowledge that the Svatek TX Shares to be delivered to them pursuant to this Plan have not been registered under the Federal Securities Act of 1933, as amended (the "1933 Act"), and that therefore the stock is not fully transferable except as permitted under various exemptions contained in the 1933 Act and the rules of the Securities and Exchange Commission interpreting the Act. The provisions contained in this Paragraph 6.1.a. are intended to ensure compliance with the 1933 Act.

b. **No Distribution of Stock to Public.** The Shareholder represent and warrant that they are acquiring the Svatek TX Shares under this Plan for their own account for investment, and not for the purpose of resale or any other distribution of the shares. The Shareholder represent and warrant that they have no present intention of disposing of all or any part of such shares at any particular time, for any particular price, or on the happening of any particular circumstances. The Constituent Entities are relying on the truth and accuracy of the warranties and representations set forth in this Section in issuing the shares without first registering the shares under the 1933 Act.

c. **Investment Legend on Certificates.** The Shareholder agree that the certificates evidencing the Svatek TX Shares that they will receive under this Plan will contain the following legend, as well as other legends currently existing on the Svatek TX shares:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE BEEN TAKEN FOR INVESTMENT PURPOSES ONLY. THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, IS IN EFFECT FOR THE SECURITIES, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT IS IN FACT APPLICABLE TO SUCH OFFER OR SALE.

#### ARTICLE VII TERMINATION

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7.1 **Default.** Either Svatek TX, Svatek FL or the Shareholder may, on or at any time prior to the Effective Date, terminate this Plan by notice to the other group in the event:

a. The other group has defaulted by failing to perform any of its covenants and agreements contained in this Plan; and

b. Such default has not been fully cured within five (5) days after receipt of the notice specifying particularly the nature of the default.

#### ARTICLE VIII MISCELLANEOUS

8.1 **Amendment.** This Plan may be amended or modified at any time and in any manner only by an instrument in writing executed by a duly authorized officer of Svatek FL, Svatek TX, and the Shareholder, respectively, provided it has been approved by the respective Director of Svatek FL and Svatek TX.

8.2 **Nondisclosure.** Prior to the Closing, none of the parties to this Plan shall, and each will direct its representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, the Plan and the other transactions contemplated by this Plan, or any of the terms, conditions, or other aspects of the Plan or such transactions, other than with the express prior written consent of the other parties, except as and to the extent only required by law, in which event the contents of any proposed disclosure will be discussed with the other party before release.

8.3 **Waiver.** Any party hereto may, in writing:

a. **Extension of Time.** Extend the time for the performance of any of the obligations of any other parties to the Plan;

b. **Waiving Inaccuracies.** Waive any inaccuracies and misrepresentations contained in this Plan or any document delivered pursuant to the Plan made by any other party to the Plan;

c. **Waiving Compliance With Covenants.** Waive compliance with any of the covenants or performance of any obligations contained in this Plan by any other party to the Plan; and

d. **Waiving Satisfaction of Condition Precedent.** Waive the fulfillment of any condition precedent to the performance by any other party to this Plan.

8.4 **Assignment.**

a. Neither this Plan nor any right created by this Plan shall be assignable by any party hereto without the prior written consent of the other parties, except by the laws of succession.

b. Except as limited by the provisions of subparagraph (i), the Plan shall be binding on and inure to the benefit of the respective permitted successors and assigns, heirs and legal representatives of the parties, as well as the parties.

c. Nothing in this Plan, expressed or implied, is intended to confer upon any person, other than the parties and their permitted successors and assigns, heirs and legal representatives, any rights or remedies under this Plan.

8.5 **Notices.** Any notice or other communication required or permitted by this Plan must be in writing and shall be deemed to be properly given when delivered in person to the other party or to an officer of the other party, in the case of Svatek FL and Svatek TX, when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, provided that the communication is addressed to the Constituent Entities' business address, as follows:

If to Svatek Consulting, Inc. (Florida)

Svatek Consulting, Inc.  
321 Windrose Pl.  
El Paso, Texas 79912  
Attn: Dennis M. Svatek

If to Svatek Consulting, Inc. (Texas)

Svatek Consulting, Inc.  
321 Windrose Pl.  
El Paso, Texas 79912  
Attn: Dennis M. Svatek

If to the Shareholder:

Mr. Dennis M. Svatek  
321 Windrose Pl.  
El Paso, Texas 79912

Copy to:

Gordon Davis Johnson & Shane  
Attn: Joshua W. Snider  
4695 N. Mesa St.  
El Paso, Texas 79912

8.6 **Headings.** Paragraph and other headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

8.7 **Entire Agreement.** This instrument and the exhibits to this instrument contain the entire agreement between the parties with respect to the transaction contemplated by the Plan and supersedes any prior agreements among the parties regarding the matters set forth herein. It may be executed in any number of counterparts but the aggregate of the counterparts together constitute only one and the same instrument.

8.8 **Effect of Partial Invalidity.** In the event that any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this

Plan, but this Plan shall be constructed as if it never contained any such invalid, illegal, or unenforceable provisions.

8.9 **Controlling Law.** The validity, interpretation, and performance of this Plan shall be governed by and construed in accordance with the laws of the State of Texas, the state in which this Plan is being executed, without regard to conflict of law principles.

8.10 **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Plan, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. The attorney's fees may be ordered by the court in the trial of any action described in this Paragraph or may be enforced in a separate action brought for determining attorney's fees.

8.11 **Specific Performance.** The parties declare that it is impossible to measure in money the damages that will accrue to a party or its successors as a result of the other parties' failure to perform any of the obligations under this Plan. Therefore, if a party or its successor institutes any action or proceeding to enforce the provisions of this Plan, any party opposing such action or proceeding agrees that specific performance may be sought and obtained for any breach of this Plan.

[Signatures on the following page]

FILED  
19 SEP 25 AM 10:40  
CLERK OF DISTRICT COURT  
DALE COUNTY, TEXAS

**EXECUTED** on the day and year first written above.

**SVATEK CONSULTING, INC.**  
a Florida corporation

By: *Dm Svatek*  
Name: Dennis M. Svatek  
Title: President

**SVATEK CONSULTING, INC.**  
a Texas corporation

By: *Dm Svatek*  
Name: Dennis M. Svatek  
Title: President

**SHAREHOLDER:**

*Dm Svatek*  
Dennis M. Svatek

**BEING THE SOLE SHAREHOLDER**

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FALL CLASSIFICATION