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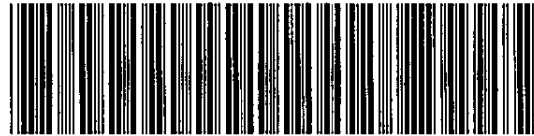
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
DEC 02 2013
R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Hi-Lite Solutions, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Ian M. Cain

Contact Person

Ian M. Cain, Attorney at Law

Firm/Company

440 Louisiana Street, Suite 730

Address

Houston, Texas 77002

City, State and Zip Code

ian@iancain.com

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

For further information concerning this matter, please call:

Ian M. Cain

Name of Contact Person

at (713) 223-8600

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 607.1109, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, form/entity type, and jurisdiction for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
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RUNWAY SERVICES CORPORATION	Florida	Corporation
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Florida Document Number P09000085207

SECOND: The exact name, form/entity type, and jurisdiction for each surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
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HI-LITE SOLUTIONS, INC.	Virginia	Corporation
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Florida Document Number: N/A

THIRD: The attached Plan of Merger was adopted and approved by each domestic corporation that is a party to the merger in accordance with the application provisions of Chapter(s) 607, 617, 608, and/or 620, Florida Statutes, and the date of such adoption was November 21, 2013.

FOURTH: The attached Plan of Merger was adopted and approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state under which such other business entity is incorporated, and the date of such adoption was November 21, 2013.

FIFTH: The effective date of the merger is November 30, 2013, at 11:59 p.m.

SIXTH: The surviving corporation's principal office address in its home state is as follows:

Hi-Lite Solutions, Inc.
1285 Brucetown Road
PO Box 399
Clearbrook, VA 22624

SEVENTH: The surviving foreign corporation hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of

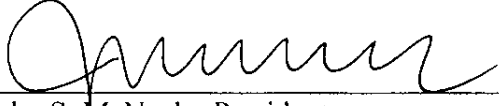
a dissenting shareholder of each domestic corporation that is a party to this merger; and agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to this merger the amount, if any, to which they are entitled under §§ 607.1302, Florida Statutes.

EIGHTH: The merger is permitted by the law of the state under the law of which each foreign corporation is incorporated and each foreign corporation has complied with that law in effecting this merger.

NINTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

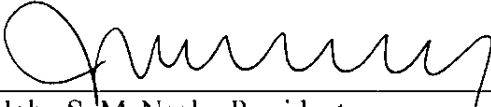
TENTH: SIGNATURE(S) FOR EACH PARTY:

"SURVIVING CORPORATION"
HI-LITE SOLUTIONS, INC.

By: 
John S. McNeely, President

11/21/2013
Date

"MERGED CORPORATION"
RUNWAY SERVICES CORPORATION

By: 
John S. McNeely, President

11/21/2013
Date

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into as of the 21st day of November, 2013, by and between RUNWAY SERVICES CORPORATION, a Florida corporation ("RUNWAY SERVICES CORPORATION") and HI-LITE SOLUTIONS, INC., a Virginia corporation ("HI-LITE SOLUTIONS, INC.").

WHEREAS, the Boards of Directors of RUNWAY SERVICES CORPORATION and HI-LITE SOLUTIONS, INC. have resolved that RUNWAY SERVICES CORPORATION be merged and pursuant to the Virginia Stock Corporation Act and the Florida Business Corporation Act into its subsidiary HI-LITE SOLUTIONS, INC., now existing under the laws of the Commonwealth of Virginia, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation");

WHEREAS, the authorized capital stock of RUNWAY SERVICES CORPORATION consists of 200 shares of common stock, no par value (hereinafter called "RUNWAY SERVICES CORPORATION Common Stock"), of which 200 shares are issued and outstanding;

WHEREAS, the authorized capital stock of HI-LITE SOLUTIONS, INC. consists of 200 shares of common stock, no par value (hereinafter called "HI-LITE SOLUTIONS, INC. Common Stock"), of which 200 shares is issued and outstanding;

WHEREAS, RUNWAY SERVICES CORPORATION Common Stock and the HI-LITE SOLUTIONS, INC. Common Stock are entitled to vote; and

WHEREAS, the respective Boards of Directors of RUNWAY SERVICES CORPORATION and HI-LITE SOLUTIONS, INC. have approved the merger upon the terms and conditions hereinafter set forth and have approved this Plan of Merger;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Virginia Stock Corporation Act and the Florida Business Corporation Act that RUNWAY SERVICES CORPORATION shall be, at the Effective Time (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Virginia, *to wit*, HI-LITE SOLUTIONS, INC., which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Shareholders' Meetings or Consents; Filings; Effective Time; Effects of Merger

1.1 RUNWAY SERVICES CORPORATION Shareholders' Meeting. RUNWAY SERVICES CORPORATION shall call a meeting of its shareholders to be held in accordance with the Florida Business Corporation Act at the earliest practicable date, upon due notice thereof to its shareholders to consider and vote upon, among other matters, adoption of this Plan of Merger. In lieu of the foregoing, the shareholders may adopt this Plan of Merger by a consent in writing, signed by all the shareholder who would have been entitled to vote on the action if the special meeting described in the foregoing sentence were held.

1.2 Action by RUNWAY SERVICES CORPORATION as Sole Shareholder of HI-LITE SOLUTIONS, INC.. On or before November 29, 2013, RUNWAY SERVICES CORPORATION, as the sole shareholder of HI-LITE SOLUTIONS, INC., shall adopt this Plan of Merger in accordance with the Virginia Stock Corporation Act.

1.3. Shares Entitled to Vote on Plan of Merger. The designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote on the plan of merger, and the specification of each class and series entitled to vote as a class on the plan of merger are, as follows:

HI-LITE SOLUTIONS, INC.

Name and Type of Stock Outstanding	Number of Outstanding Shares	Name and Type of Shares Entitled to Vote
Common Stock	200	Common Stock

RUNWAY SERVICES CORPORATION

Name and Type of Stock Outstanding	Number of Outstanding Shares	Name and Type of Shares Entitled to Vote
Common Stock	200	Common Stock

1.4 Filing of Articles of Merger. If:

(a) This Plan of Merger is adopted by the shareholders of RUNWAY SERVICES CORPORATION in accordance with the Florida Business Corporation Act,

(b) This Plan of Merger has been adopted by RUNWAY SERVICES CORPORATION as the sole shareholder of HI-LITE SOLUTIONS, INC., in accordance with the Virginia Stock Corporation Act, and

(c) This Plan of Merger is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof,

then

(d) Articles of Merger shall be filed and recorded in accordance with the Virginia Stock Corporation Act and

(e) Articles of Merger shall be filed in accordance with the Florida Business Corporation Act.

Such filings shall be made on the same day.

1.5 Effective Time. The Merger shall become effective at 11:59 p.m. Eastern Time on November 30, 2013, which date and time are herein referred to as the "Effective Time."

1.6 Certain Effects of Merger . On the Effective Time, the separate existence of RUNWAY SERVICES CORPORATION shall cease, and RUNWAY SERVICES CORPORATION shall be merged into HI-LITE SOLUTIONS, INC. which, as the Surviving Corporation and without further act or deed, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of RUNWAY SERVICES CORPORATION; and all and singular, the rights, privileges, powers, and franchises of RUNWAY SERVICES CORPORATION, and all property, real, personal, and mixed, and all debts due to RUNWAY SERVICES CORPORATION on whatever account, as well for stock subscriptions and all other things in action or belonging to RUNWAY SERVICES CORPORATION, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of RUNWAY SERVICES CORPORATION, and the title to any real estate vested by deed or otherwise, under the laws of Virginia or Florida or any other jurisdiction, in RUNWAY SERVICES CORPORATION, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of RUNWAY SERVICES CORPORATION shall be preserved unimpaired, and all debts, liabilities, and duties of RUNWAY SERVICES CORPORATION shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

2. Articles of Incorporation; Bylaws.

2.1 Articles of Incorporation. The Articles of Incorporation of HI-LITE SOLUTIONS, INC. as in effect on the date hereof shall from and after the Effective Time be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.2 Bylaws. The Bylaws of HI-LITE SOLUTIONS, INC., as in effect immediately before the Effective Time, shall from and after the Effective Time be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

2.3 Directors; Officers. Those persons who are the directors of HI-LITE SOLUTIONS, INC. immediately prior to the Effective Time shall from and after the Effective Time, be, and continue to be, the directors of the Surviving Corporation and shall hold office through the expiration of their terms or until their successors are elected and qualify or their prior resignation, removal or death. Those persons who are officers of HI-LITE SOLUTIONS, INC. immediately prior to the Effective Time shall from and after the Effective Time, be the officers of the Surviving Corporation, and shall hold office in each case at the pleasure of the Board of Directors of the Surviving Corporation.

3. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of RUNWAY SERVICES CORPORATION and the nature and amount of securities of HI-LITE SOLUTIONS, INC. which the holders of shares of RUNWAY SERVICES CORPORATION Common Stock are to receive in exchange for such shares are as follows:

3.1 RUNWAY SERVICES CORPORATION Common Stock. Each one share of RUNWAY SERVICES CORPORATION Common Stock which shall be issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Time into one fully paid, non-assessable, issued and outstanding shares of HI-LITE SOLUTIONS, INC. Common Stock.

3.2 HI-LITE SOLUTIONS, INC. Common Stock Held by RUNWAY SERVICES CORPORATION. By virtue of the Merger, at the Effective Time, and without any action on the part of the holder, the 200 shares of common stock of HI-LITE SOLUTIONS, INC. issued to RUNWAY SERVICES CORPORATION and currently outstanding shall cease to exist and any certificate representing such shares shall be cancelled and returned to the status of authorized but unissued.

3.3 Stock Certificates. All of the outstanding certificates, which prior to the Effective Time represented shares of Common Stock of RUNWAY SERVICES CORPORATION, shall be deemed for all purposes to evidence ownership of and to represent shares of Common Stock of the Surviving Corporation into which the shares of RUNWAY SERVICES CORPORATION represented by such certificates have been converted as herein provided. On or promptly after the Effective Time, each shareholder shall surrender his or her outstanding certificates representing shares of RUNWAY SERVICES CORPORATION Common Stock in exchange for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation. The registered holder on the books and records of the Surviving Corporation of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation evidenced by such outstanding certificate as above provided. The officers, directors, employees, stock transfer agents and

registrars of the Surviving Corporation shall, after the Effective Time, continue to honor and process certificates issued by RUNWAY SERVICES CORPORATION with the same effect as if such certificates represented shares of the Surviving Corporation.

4. Miscellaneous.

4.1. From time to time, as and when required by HI-LITE SOLUTIONS, INC. or by its successors and assigns, there shall be executed and delivered on behalf of RUNWAY SERVICES CORPORATION such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect, or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of RUNWAY SERVICES CORPORATION, and otherwise to carry out the purposes of this Plan of Merger, and the officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of RUNWAY SERVICES CORPORATION or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. At any time before the Effective Time of the Merger, and whether before or after approval of this Plan of Merger by the shareholders of RUNWAY SERVICES CORPORATION, this Plan of Merger may be amended in any manner (except that Sections 3.1 and 3.2 may not be amended without the approval of the shareholders of RUNWAY SERVICES CORPORATION) as may be determined in the judgment of the respective Boards of Directors of RUNWAY SERVICES CORPORATION and HI-LITE SOLUTIONS, INC. to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Plan of Merger; *provided, however*, that the Plan of Merger may not be amended to change (a) the amount or kind of shares or other securities, eligible interests, obligations, rights to acquire shares, other securities or eligible interests, cash or other property to be received under the plan by the shareholders of either corporation; (b) the articles of incorporation of the Surviving Corporation; or (c) any of the other terms or conditions of the plan if the change would adversely affect such shareholders in any material respect unless such amendment is made with the unanimous consent of the shareholders of the Surviving Corporation and the Merged Corporation,

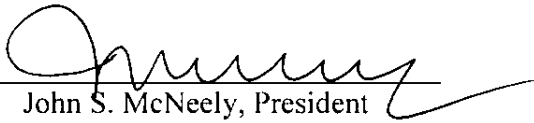
4.3. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Time of the Merger, and whether before or after approval of this Plan of Merger by the shareholders of RUNWAY SERVICES CORPORATION, if the Board of Directors of RUNWAY SERVICES CORPORATION or of the Surviving Corporation duly adopt a resolution abandoning this Plan of Merger.

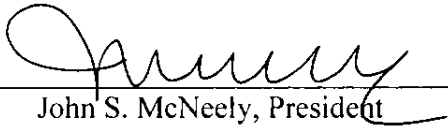
4.4. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Plan of Merger has been executed by Runway Services Corporation and Hi-Lite Solutions, Inc. all on the date first above written.

RUNWAY SERVICES CORPORATION

HI-LITE SOLUTIONS, INC.

By: 
John S. McNeely, President

By: 
John S. McNeely, President