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**MERGER OR SHARE EXCHANGE
VENGROFF WILLIAMS, INC.**

Certificate of Status	0
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Page Count	08
Estimated Charge	\$70.00

EFFECTIVE DATE
12-31-15

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**STATE OF FLORIDA
ARTICLES OF MERGER
OF
EFE CORPORATION
(a Florida corporation),
INTO
VENGROFF WILLIAMS, INC.
(a Florida corporation)**

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Statutes:

FIRST: The name, street address, jurisdiction, entity type, Florida document number and tax identification number for the "Merged Corporation" is as follows:

Name: EFE Corporation
Street Address: 8440 Tamiami Trail, Sarasota, Florida 34243
Jurisdiction: Florida
Entity Type: corporation
Florida Doc.: P99000014384
FEI Number: 650945867

SECOND: The name, street address, jurisdiction, entity type, Florida document number and tax identification number for the "Surviving Company" is as follows:

Name: Vengroff Williams, Inc.
Street Address: 8440 Tamiami Trail, Sarasota, Florida 34243
Jurisdiction: Florida
Entity Type: corporation
Florida Doc.: P11000072155
FEI Number: 452973113

EFFECTIVE DATE
12-31-15

THIRD: The Agreement and Plan of Merger is attached, and meets the requirements of Sections 607.1101 of the Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was adopted by the Board of Directors of the Merged Corporation and by the shareholders of the Merged Corporation by written consent dated November 5th 2015.

FIFTH: The Agreement and Plan of Merger was also adopted by the Board of Directors of the Surviving Company by written consent dated November 5th 2015, and shareholder approval was not required.

SIXTH: The merger shall be effective at 11:59 p.m. on December 31, 2015 (the "Effective Date").

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IN WITNESS WHEREOF, the undersigned entities have caused these Articles of Merger to be executed by their duly authorized representatives this 5th day of November, 2015.

MERGED CORPORATION:

BFE CORPORATION

By: [Signature]
Name: Robert Williams
Title: Chief Executive Officer

SURVIVING COMPANY:

VENGRIOFF WILLIAMS, INC.

By: [Signature]
Name: Robert Williams
Title: Chief Executive Officer

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SECTION 15
DIVISION OF CORPORATE AFFAIRS

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Exhibit A

Agreement and Plan of Merger

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OFFICIAL COPY

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), is made and entered into as of the 5th day of November, 2015, by and between EFE Corporation, a Florida corporation (the "Merged Corporation"), and Vengroff Williams, Inc., a Florida corporation (the "Surviving Company").

WITNESSETH:

WHEREAS, the Merged Corporation desires to merge with and into the Surviving Company;

WHEREAS, the Board of Directors and shareholders of the Merged Corporation deem it advisable and in the best interests of the Merged Corporation that it be merged with and into the Surviving Company, on the terms and conditions set forth herein and in accordance with Section 607.1101 of the Florida Statutes.

WHEREAS, the Board of Directors of the Surviving Company deems it advisable and in the best interests of the Surviving Company that the Surviving Company merge with the Merged Corporation and that the surviving company shall be the Surviving Company.

WHEREAS, it is the intention of the parties hereto that the Merger shall constitute a tax-free reorganization, as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and that this Agreement and Plan of Merger shall also constitute a Plan of Reorganization.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

**ARTICLE I
MERGER**

Subject to the terms and conditions set forth in this Agreement and Plan of Merger, on the *Effective Date* (as defined in Article II hereof), the Merged Corporation shall be merged with and into the Surviving Company in accordance with applicable provisions of Florida law (the "Merger"). The separate existence of the Merged Corporation shall cease at the *Effective Date* and the existence of the Surviving Company shall be unaffected and unimpaired by the Merger. The Surviving Company shall continue to exist and to be governed by the laws of the State of Florida under the corporation name "Vengroff Williams, Inc."

**ARTICLE II
EFFECTIVE DATE**

The Merger contemplated by this Agreement and Plan of Merger shall be effective at 11:59 p.m. on December 31, 2015 (the "*Effective Date*").

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ARTICLE III EFFECTS OF THE MERGER

On the Effective Date, all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to the Merged Corporation shall be taken and be deemed to be transferred to and vested in the Surviving Company and shall be thereafter as effectively the property of the Surviving Company as they were the property of the Merged Corporation. The title to any property, real, personal, tangible or intangible or mixed, wherever situated, and the ownership of any right or privilege vested in the Merged Corporation shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Company. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of the Merged Corporation shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of the Merged Corporation shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if they had been incurred or contracted by it. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Company shall continue unaffected and unimpaired by the Merger, except as modified by this Agreement.

ARTICLE IV MANNER AND BASIS OF CONVERTING SHARES

Each of the Merged Corporation and the Surviving Company are owned by the same shareholders (collectively, the "Shareholders"), and the number of shares of the Merged Corporation held by each such Shareholder is the same as the number of shares of the Surviving Company held by each such Shareholder. At and after the Effective Date, all of the issued and outstanding shares of capital stock of the Merged Corporation, by virtue of the Merger and without any action on the part of the Shareholders, shall cease to exist by virtue of the Merger. Upon the Effective Date of the Merger, the Surviving Company shall continue to be owned by the Shareholders, the Shareholders shall continue to hold the same number of shares of the Surviving Company as they held immediately prior to the Effective Date, and each outstanding share of capital stock of the Surviving Company shall retain identical designations, preferences, limitations and relative rights immediately after the Effective Date as it had prior to the Effective Date.

ARTICLE V APPROVAL

The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger, which has been approved by the Board of Directors and the shareholders of the Merged Corporation by a written consent dated November 5th 2015, and by the Board of Directors of the Surviving Company by written consent dated November 5th 2015.

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**ARTICLE VI
ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and Bylaws of the Surviving Company in effect immediately prior to the Effective Date shall, upon the Merger becoming effective, be and remain in full force and effect after the Effective Date and shall not be amended by virtue of the Merger.

**ARTICLE VII
DIRECTORS AND OFFICERS**

The directors of the Surviving Company immediately prior to the Effective Date shall be the directors of the Surviving Company and will hold office from the Effective Date until their respective successors are duly elected and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Company, or as otherwise provided by law.

The officers of the Surviving Company immediately prior to the Effective Date shall be the officers of the Surviving Company and will hold office from the Effective Date until their respective successors are duly elected or appointed in the manner provided in the Bylaws of the Surviving Company or as otherwise provided by law.

[Signatures on following page]

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IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.

SURVIVING COMPANY:

VENOR OFF WILLIAMS, INC.

By: 

Name: Robert Williams

Title: Chief Executive Officer

MERGED CORPORATION:

ERE CORPORATION

By: 

Name: Robert Williams

Title: Chief Executive Officer

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S. Williams