

**P120000065172**

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

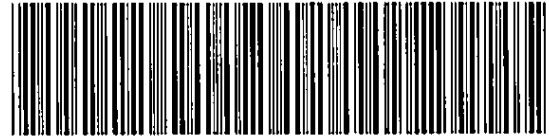
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



200306236392

12/05/17--01025--014 \*\*70.00

12/05/17 10:10:10

DEC 07 2017  
C. McNEIL

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** UNION Lasteel Metal Buildings, 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:

Jennifer T. Arrubla  
Contact Person

Taylor Law Firm P.A.  
Firm/Company

420 S. LAWRENCE Blvd.  
Address

Keystone Heights, FL 32656  
City/State and Zip Code

Jennifer@taylorlawfirm.pa.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jennifer T. Arrubla At (352) 473-8088  
Name of Contact Person 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

**ARTICLES OF MERGER  
FOR THE MERGER**

**of**

**P/C QUALITY METAL CONSTRUCTION, INC.,  
a Florida profit corporation,**

**into**

**UNION LASTEEL METAL BUILDINGS, INC.,  
a Florida profit corporation  
(the Surviving Corporation)**


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

- 1. The name of the surviving corporation is Union Lasteel Metal Buildings, Inc., which is a Florida corporation, Document Number P12000065172.**
- 2. The name of the merging entity is P/C Quality Metal Construction, Inc., which is a Florida profit corporation, Document Number P00000049679.**
- 3. Attached hereto is a copy of the Agreement and Plan of Merger.**
- 4. The merger shall become effective at 12:01 a.m. October 1, 2017.**
- 5. The Agreement and Plan of Merger was approved by the Board of Directors of Union Lasteel Metal Buildings, Inc., by unanimous written consent as of October 1, 2017, and adopted by the sole shareholder of Union Lasteel Metal Buildings, Inc., by unanimous vote on October 1, 2017.**
- 6. The Agreement and Plan of Merger was approved by the Board of Directors of P/C Quality Metal Construction, Inc., by unanimous written consent as of October 1, 2017, and adopted by the sole shareholder of P/C Quality Metal Construction, Inc., by unanimous vote on October 1, 2017.**

**[This Space is Intentionally Left Blank]**

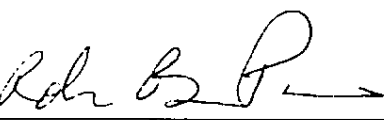
Dated: 11/29, 2017

UNION LASTEEL METAL BUILDINGS, INC.,  
a Florida profit corporation

By:   
Name: Robert B. Parrish  
Title: President

Dated: 11/29, 2017

P/C QUALITY METAL CONSTRUCTION,  
INC., a Florida profit corporation

By:   
Name: Robert B. Parrish  
Title: President

**AGREEMENT AND PLAN OF MERGER OF P/C QUALITY METAL  
CONSTRUCTION, INC. WITH AND INTO  
UNION LASTEEL METAL BUILDINGS, INC.**

Pursuant to this Agreement and Plan of Merger (the "Plan of Merger"), P/C Quality Metal Construction, Inc. ("P/C"), a corporation existing under the laws of Florida, shall be merged with and into Union Lasteel Metal Buildings, Inc. ("Union Lasteel"), a corporation existing under the laws of Florida.

**ARTICLE I**  
**Definitions**

The capitalized terms set forth below shall have the following meanings.

"Articles of Merger" shall mean the Articles of Merger to be executed by P/C and Union Lasteel in a form appropriate for filing with the Secretary of State of Florida, relating to the effective consummation of the Merger as contemplated by the Plan of Merger.

"Effective Time" shall mean the effective date set forth in paragraph 3.2 below.

"Merger" shall mean the merger of P/C with and into Union Lasteel.

"P/C Common Stock" shall mean the common stock of P/C.

"Union Lasteel Common Stock" shall mean the common stock of Union Lasteel.

"Surviving Corporation" shall mean Union Lasteel after consummation of the Merger.

**ARTICLE II**  
**Issued and Outstanding Shares**

2.1 P/C Common Stock. The P/C Common Stock, which represents all of the issued and outstanding shares of stock in P/C, is owned 100% (100 shares) by Robert B. Parrish. There are no outstanding rights to acquire additional shares of stock or other interests, securities or obligations in or of P/C.

2.2 Union Lasteel Common Stock. The Union Lasteel Common Stock, which represents all of the issued and outstanding shares of stock in Union Lasteel, is owned 100% (100 shares) by Robert B. Parrish. There are no outstanding rights to acquire additional shares of stock or other interests, securities or obligations in or of P/C.

**ARTICLE III**  
**The Merger**

3.1 Merger. At the Effective Time, subject to the terms and conditions of this Plan of Merger, P/C shall merge with and into Union Lasteel, the separate existence of P/C shall cease.

and Union Lasteel (the "Surviving Corporation") shall survive and the name of the Surviving Corporation shall remain Union Lasteel Metal Buildings, Inc., as of the Effective Time. By reason of the Merger and without any action on the part of the holders thereof, each of the shares of P/C Common Stock issued and outstanding immediately prior to the Effective Time, shall be canceled. Each of the shares of Union Lasteel Common Stock outstanding immediately prior to the Effective Time shall continue to be issued and outstanding, and shall be converted as specified below in Section 4.2 as a result of the Merger.

3.2 Effective Time. The Merger shall become effective on the date and at the time specified in the Articles of Merger, and in the form to be filed with the Secretary of State of the State of Florida.

3.3 Capitalization. The number of authorized shares of capital stock of the Surviving Corporation shall be the same as immediately prior to the Merger.

3.4 Articles of Incorporation. The articles of incorporation of Union Lasteel, as in effect at the Effective Time, shall be and remain the articles of incorporation of the Surviving Corporation.

3.5 Bylaws. The Bylaws of Union Lasteel, as in effect at the Effective Time, if any, shall continue in full force and effect as the bylaws of the Surviving Corporation until otherwise amended as provided by law or by such bylaws.

3.6 Properties and Liabilities of P/C and Union Lasteel; Management. At the Effective Time, the separate existence and corporate organization of P/C shall cease, and Union Lasteel shall thereupon and thereafter, to the extent consistent with applicable law and with its articles of incorporation and the changes, if any, provided by the Merger, possess all the rights, privileges, immunities, liabilities and franchises, of a public as well as a private nature, of P/C without further act or deed. The director and officer of Union Lasteel in office immediately prior to the Merger becoming effective shall be the director and officer of the Surviving Corporation, together with such additional directors and officers as may thereafter be elected, who shall hold office until such time as their successors are elected and qualified.

#### **ARTICLE IV** **Merger Consideration**

4.1 Merger Consideration. In connection with the Merger, all shares of P/C Common Stock issued and outstanding immediately prior to the Effective Time shall, by reason of the Merger and without any action on the part of the holders thereof, be canceled, and shall merge into the Union Lasteel Common Stock, without issuance of any additional shares of stock in Union Lasteel.

4.2 Union Lasteel Common Stock. The shares of Union Lasteel shall be converted in the Merger and after the Merger the shares of Union Lasteel shall be owned 100% (100 shares) by Robert B. Parrish.

4.3 Authorized or Treasury Shares. Any and all shares of P/C Common Stock held as treasury shares by P/C or authorized but unissued shares shall be canceled and retired at the Effective Time, and no consideration shall be issued or given in exchange therefor.

4.4 Transfers. At the Effective Time, the stock transfer books of P/C shall be closed and no transfer of P/C Common Stock shall thereafter be made or recognized.

4.5 No Other Consideration. Other than as stated herein, there is no other cash or other property or other consideration given or exchanged in connection with the Merger.

## **ARTICLE V** **Miscellaneous**

5.1 Counterparts; Entire Agreement; Severability. This Agreement may be executed in two or more counterparts which shall be deemed to constitute a single Agreement. This Agreement (together with all exhibits and documents incorporated by reference) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral). Any term or provision of this Agreement which is held invalid or unenforceable by a court of competent jurisdiction shall be ineffective in that jurisdiction only to the extent of that invalidity and the remainder of the Agreement shall remain in full force.

5.2 Conditions to Merger. The Merger shall be consummated as soon as practicable after receipt of the approval of the directors and shareholders of both P/C and Union Lasteel.

[This Space is Intentionally Left Blank]

P/C and Union Lasteel hereby execute this Agreement and Plan of Merger effective as of October 1, 2017.

P/C QUALITY METAL CONSTRUCTION,  
INC., a Florida profit corporation



Name: Robert B. Parrish  
Position: President

UNION LASTEEL METAL BUILDINGS,  
INC., a Florida profit corporation



Name: Robert B. Parrish  
Position: President