

P 1300004595

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

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(Business Entity Name)

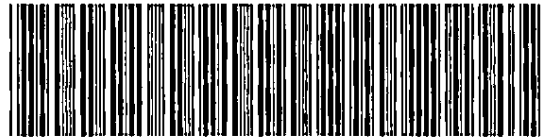
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18 JAN 19 PM 2:35
FBI - MEMPHIS

Merger

R. WHITE

JAN 22 2018

SMITH HULSEY & BUSEY

THOMAS R. HECKIN
DIRECT 904.359.7741
THECKIN@SMITHHULSEY.COM

January 16, 2018

Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: Merger of Innovative Construction Group of North Florida, Inc. into Building
Component Supply, Inc.
Our File No: 13824.031283

Dear Clerk:

Enclosed are the following documents to merge Innovative Construction Group of North
Florida, Inc. (P09000015739) into Building Component Supply, Inc. (P13000045956):

1. Articles of Merger; and
2. Agreement and Plan of Merger

The merger shall be effective as of January 31, 2018.

Also enclosed is a check in the amount of \$70.00 for the filing fee. Please call me at 904-
359-7700 if you have any questions regarding this filing.

Sincerely,


Sarah Knight, CP

Paralegal to Thomas R. Heckin

/sk

Enclosures: Articles of Merger
Agreement and Plan of Merger
Check No. 91390

00983715.DOCX

ATTORNEYS

225 WATER STREET, SUITE 1800 • P.O. BOX 53315 • JACKSONVILLE, FL 32201-3315
OFFICE 904.359.7700 • FAX 904.359.7708

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ARTICLES OF MERGER
of
INNOVATIVE CONSTRUCTION GROUP OF NORTH FLORIDA, INC.
with and into
BUILDING COMPONENT SUPPLY, INC.

Pursuant to Section 607.1109, Florida Statutes, **INNOVATIVE CONSTRUCTION GROUP OF NORTH FLORIDA, INC.**, a Florida corporation (the "Merged Corporation"), and **BUILDING COMPONENT SUPPLY, INC.**, a Florida corporation (the "Surviving Corporation"), submit these Articles of Merger (the "Articles"):

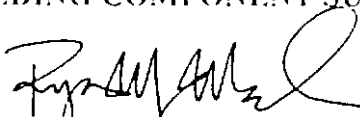
1. **Plan of Merger.** A copy of the Agreement and Plan of Merger (the "Plan") of the Merged Corporation and the Surviving Corporation is attached to these Articles as Exhibit "A" and is specifically incorporated into these Articles by this reference.
2. **Effective Date.** The effective date of the merger is January 31, 2018.
3. **Approval of Merger.** The directors and shareholders of the Merged Corporation and the directors and shareholders of the Surviving Corporation approved the Plan as of January 3, 2018, in accordance with the applicable provisions of Chapter 607, Florida Statutes.

IN WITNESS WHEREOF, the Merged Corporation and the Surviving Corporation have executed these Articles of Merger as of January 3, 2018.

**INNOVATIVE CONSTRUCTION GROUP
OF NORTH FLORIDA, INC.**

By: 
Ryan M. Melin, Director

BUILDING COMPONENT SUPPLY, INC.

By: 
Ryan M. Melin, Director

AGREEMENT AND PLAN OF MERGER
of
INNOVATIVE CONSTRUCTION GROUP OF NORTH FLORIDA, INC.
with and into
BUILDING COMPONENT SUPPLY, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 3rd day of January 2018 between **INNOVATIVE CONSTRUCTION GROUP OF NORTH FLORIDA, INC.**, a Florida corporation (the "Merged Company"), and **BUILDING COMPONENT SUPPLY, INC.**, a Florida corporation (the "Surviving Company").

WITNESSETH:

WHEREAS, Innovative Construction Group of North Florida, Inc., is a corporation incorporated and existing under the laws of the State of Florida;

WHEREAS, Building Component Supply, Inc., is a corporation incorporated and existing under the laws of the State of Florida;

WHEREAS, JAR Group Holdings, LLC is the sole shareholder of the Merged Company;

WHEREAS, JAR Group Holdings, LLC is the sole shareholder of the Surviving Company;

WHEREAS, the directors and sole shareholder of each of the Merged Company and the Surviving Company have deemed it advisable to merge the Merged Company with and into the Surviving Company (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for purposes of specifying the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Merged Company and the Surviving Company do hereby agree, subject to the terms and conditions set forth in this Agreement, as follows:

ARTICLE I

As of January 31, 2018, the Merger will be effective, the separate existence of the Merged Company shall cease, and the Merged Company will be merged, pursuant to Florida law, with and into the Surviving Company, which will continue its existence and be the company surviving the Merger.

ARTICLE II

The Surviving Company shall be governed by the laws of the State of Florida.

ARTICLE III

As of January 1, 2018, the Surviving Company will succeed to all of the rights, privileges, immunities, and franchises, and all of the property, real, personal, and mixed, of the Merged Company, without the necessity for any separate transfer. The Surviving Company will then be responsible and liable for all liabilities and obligations of the Merged Company.

ARTICLE IV

The Merged Company and Surviving Company will take all such action as will be necessary or appropriate in order to effectuate the Merger.

ARTICLE V

All of the issued and outstanding capital stock of the Merged Company and all of the issued and outstanding capital stock of the Surviving Company will be retired and capital stock of the Surviving Company will be issued to the members of the Merged Company in proportion to the interests of such members in the Merged Company prior to the Merger, as follows:

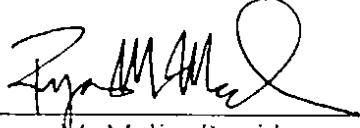
	<u>Shares</u>
JAR Group Holdings, LLC	1,000

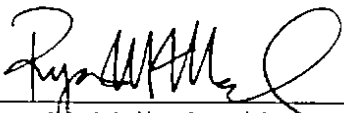
ARTICLE VIII

This Agreement and the legal relations between the Merged Company and the Surviving Company will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

IN WITNESS WHEREOF, each of the Merged Company and the Surviving Company has caused this Agreement to be signed in its name by its duly authorized representative as of the date first above written.

INNOVATIVE CONSTRUCTION GROUP OF NORTH FLORIDA, INC. **BUILDING COMPONENT SUPPLY, INC.**

By: 
Ryan M. Melin, President

By: 
Ryan M. Melin, President