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3/19/2019

Division of Corporations

Florida Department of State

Division of Corporations
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To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : BRENNAN, MANNA & DIAMOND, P.L.
Account Number : I20040000104
Phone : (904)366-1500
Fax Number : (904)366-1501

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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MERGER OR SHARE EXCHANGE
EAGLE VIEW WINDOWS, INC.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$60.00

Merger

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COVER LETTER

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TO: Amendment Section
Division of Corporations

SUBJECT: Eagle View Windows, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Adrian C. Ribovich, Esq.

Contact Person

Brennan, Manna & Diamond, LLC

Firm/Company

75 East Market Street

Address

Akron, Ohio 44308

City, State and Zip Code

acribovich@bmdllc.com

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

For further information concerning this matter, please call:

Adrian C. Ribovich, Esq.

at (330

) 374-7481

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

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

CR2E080 (2/14)

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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Eagle View Windows, LLC	Florida	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Eagle View Windows, Inc.	Florida	Corporation
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

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- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2018

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

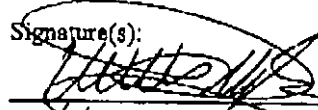
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

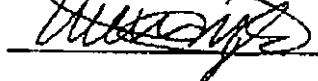
Typed or Printed
Name of Individual:

Eagle View Windows, LLC



William P. Myers, C.E.O.

Eagle View Windows, Inc.



William P. Myers, C.E.O.

/
Chair
man

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees: For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into effective as of December 31, 2018, by and among Eagle View Windows, Inc., a Florida corporation (the "Parent"), and Eagle View Windows, LLC, a Florida limited liability company (the "Subsidiary"), (the Parent and the Subsidiary are hereinafter collectively referred to as the "Companies" or individually as a "Company").

RECITALS:

WHEREAS, the shareholders of the Parent, and the Parent as the sole Member of the Subsidiary, deem it advisable and in the best interests of each Company and their respective owners that the Subsidiary be merged with and into the Parent, all in accordance with the laws of the State of Florida and upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, the Companies hereby agree as follows:

1. The Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with Section 605.1025 of the Florida Statutes (the "Code"), at the Effective Time, the Subsidiary will be merged with and into the Parent, the separate existence of the Subsidiary will cease, and the Parent will continue as the surviving corporation in the Merger under the laws of the State of Florida (the "Surviving Entity").

2. Effective Time. The Companies shall file an appropriate Certificate of Merger in accordance with the Code (the "Certificate of Merger") and shall make all other filings and recordings required under the Code to effect the Merger. The Merger shall be effective as of 11:58pm E.S.T. on December 31, 2018 (the "Effective Time"). In the event of any conflict or inconsistency whatsoever between any term or provision of the Articles of Merger and any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

3. Articles of Incorporation; Code of Regulations. At the Effective Time, (a) the Articles of Organization of the Subsidiary, as in effect on the date hereof, will be the Articles of Incorporation of the Surviving Entity, and (b) the Code of Regulations of the Parent, as in effect on the date hereof, will be the Code of Regulations of the Surviving Entity.

4. Officers. The officers of the Parent shall be the officers of the Surviving Entity following the Merger, each to hold office until his successor is duly elected or appointed and qualified or until his earlier death, resignation or removal, as the case may be.

5. Mode of Carrying the Merger into Effect. The Mode of carrying the Merger into effect, and the manner and basis for disposing of the membership interests of the Companies shall be as follows:

(a) Membership Interests in the Subsidiary. Because all outstanding membership interests of the Subsidiary are held by the Parent, no membership interests of the

Surviving Entity need be issued to affect this portion of the Merger. After the Effective Time, the membership interests of the Subsidiary held by the Parent shall be deemed cancelled and disposed of.

(b) Capital Stock in the Parent. After the Effective Time, the outstanding capital stock of the Parent shall continue as the capital stock of the Surviving Entity, with no additional share being issued.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Companies concerning the subject matter hereof, and supersedes all other prior agreements, oral or written, among or between the Companies concerning such subject matter.

7. Modification. No amendment or modification of this Agreement shall be effective unless made in a written instrument which specifically references this Agreement, and which is signed by both of the Companies.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

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IN WITNESS WHEREOF, the Companies have caused this Agreement and Plan of Merger to be executed by their respective officers and members, as of the date first written above.

PARENT:

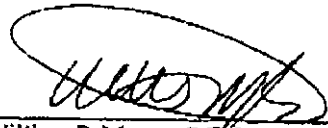
EAGLE VIEW WINDOWS, INC.

By: 
William P. Myers, C.E.O.

SUBSIDIARY:

EAGLE VIEW WINDOWS, LLC

By: Eagle View Windows, Inc.
Its: Sole Member

By: 
William P. Myers, C.E.O.

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