

P13000087296

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

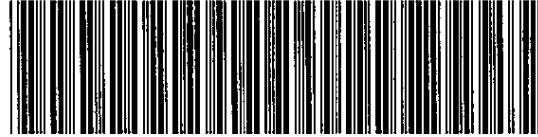
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 JAN -6 AM 11:47

Morgan

JAN 14 2014

T. LEMIEUX

LAW OFFICES

PAYNE & JONES

CHARTERED

THOMAS K. JONES
tjones@paynejones.com

COLLEGE BOULEVARD AT KING
11000 KING
P. O. BOX 25625
OVERLAND PARK, KS 66225-5625
(913) 469-4100
TELECOPIER: (913) 469-8182

3145 BROADWAY
KANSAS CITY, MO 64111
(816) 960-3600

December 31, 2013

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

Re: South Holt Communications, Inc.

Dear Sir or Madam:

Please find enclosed two originals of the Articles of Merger for South Holt Communications, Inc, along with the requisite filing fee. I would ask that you please return to me one certified copy of the Articles in the enclosed, return envelope. If you should have any questions, please do not hesitate to contact me.

Thank you for your assistance in this matter.

Very truly yours,



Thomas K. Jones
For Payne & Jones, Chartered

TKJ/jrb
enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: South Holt Communications, 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:

Thomas K. Jones
Contact Person

Payne & Jones, Chtd.
Firm/Company

11000 King St., PO Box 25625
Address

Overland Park, KS 66225-5625
City/State and Zip Code

jbrown@paynejones.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Thomas K. Jones At (913) 469-4100
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

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
South Holt Communications, Inc.	Florida	P13000087296

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
South Holt Communications, Inc.	Missouri	00458462

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2014 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 01/01/2014

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 01/01/2014

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
SECRETARY OF STATE
DIVISION OF REVENUE
JAN - 6 AM 11:47

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director *Robert D. Williams*

Typed or Printed Name of Individual & Title

South Holt

Communications, Inc.

Robert D. Williams

Robert D. Williams, Director

South Holt

Communications, Inc.

Robert D. Williams

Robert D. Williams, Director

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is entered into effective as of the 1st day of January, 2014, by and between South Holt Communications, Inc., a Florida corporation ("South Holt (FL)") and South Holt Communications, Inc., a Missouri corporation ("South Holt (MO)"). South Holt (FL) and South Holt (MO) may hereinafter be collectively referred to as the "ENTITIES."

WITNESSETH:

WHEREAS, South Holt (FL) was duly organized in the state of Florida; and

WHEREAS, as of the date of the execution of this Agreement, South Holt (FL) is owned in whole by the shareholders referenced hereinafter; and

WHEREAS, South Holt (MO) was duly organized in the State of Missouri; and

WHEREAS, as of the date of the execution of this Agreement, South Holt (MO) is owned in whole by the shareholders referenced hereinafter; and

WHEREAS, it is the desire of the ENTITIES that the two ENTITIES, South Holt (MO) and South Holt (FL), be merged; that the operations of the ENTITIES be combined and that the surviving entity be South Holt (FL); and

WHEREAS, the governing bodies of the ENTITIES have in accordance with the governing instruments of the ENTITIES, by resolutions duly adopted and approved executed this Agreement and Plan of Merger which is deemed to be in the best interest of the ENTITIES.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree that the terms and conditions of the merger, the mode of carrying the merger into effect, and the manner and basis of the surrender of shares of South Holt (MO) are as follows:

I. PLAN OF MERGER OF THE ENTITIES. South Holt (MO) and South Holt (FL) shall be and, on the effective date of this Agreement and Plan of Merger are hereby merged in accordance with the laws of the State of Missouri and of the State of Florida into one company. The surviving entity shall be South Holt (FL) which is duly organized in the State of Florida. The surviving entity shall immediately upon merger undertake to operate and carry on the combined business of the ENTITIES. The original certificate of incorporation of South Holt (FL) and the original Bylaws South Holt (FL) shall be as originally adopted and shall govern the affairs of the ENTITIES.

II. MANNER AND BASIS OF CONVERTING SHARES. As of the date of this Agreement, the shareholders of South Holt (MO) are as follows:

<i>Shareholder</i>	<i>Percent of Shares Owned</i>
Robert D. Williams	100%

As of the date of this Agreement, the shareholders of South Holt (FL) are as follows:

<i>Shareholder</i>	<i>Percent of Membership Interest</i>
Robert D. Williams	100%

In connection with the merger hereunder, each share of South Holt (MO) shall be surrendered. No shares of South Holt (FL) shall be issued in exchange therefore, and the shareholdings of South Holt (FL) immediately after the merger shall be as follows:

<i>Shareholder</i>	<i>Percentage of Issued and Outstanding Shares Owned Before Merger</i>	<i>Percentage of Issued and Outstanding Shares Owned After Merger</i>
Robert D. Williams	100%	100%

Each shareholder shall have all rights granted under the laws of the State of Florida for purposes of the transactions consummated in connection with this plan of merger.

As of the merger of the ENTITIES, all of the assets of South Holt (MO) shall become the sole and separate property, subject to any encumbrances thereon, of South Holt (FL) and South Holt (FL) shall assume responsibility for all of the debts and obligations of South Holt (MO).

III. EFFECT OF MERGER ON MANAGEMENT. Upon merger, the separate existence of South Holt (MO) shall cease and South Holt (FL) shall possess all the rights, privileges, powers and franchises, of a public and of a private nature, of each of the ENTITIES, subject to all the restrictions, disabilities and duties of each entity. All property, rights, privileges, powers and franchises and all other and every other interest shall be hereafter the property of South Holt (FL) as they were the separate property of each of the ENTITIES. The title to any real estate or personal property vested by deed or otherwise in either of the entities under the laws of the State of Missouri, the State of Florida, or otherwise shall not revert or be in any way impaired by reason of the merger provided for herein. All rights of the creditors and all liens upon any property of either of the entities shall be preserved and remain unimpaired. All debts, liabilities and duties of the ENTITIES shall, upon the effective date of the merger, attach to and be assumed by South Holt (FL) as the surviving entity, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

From and after the merger, South Holt (MO), the non-surviving entity, may be served with process of service in any proceeding for enforcement of any obligation or liability of South Holt (MO) by service on the Missouri Secretary of State.

IV. SUBMISSION OF MERGER DOCUMENTS. Both ENTITIES shall submit this Agreement for approval and adoption by their respective governing bodies at a special meeting called specifically for that purpose. The parties agree that they shall forthwith file the appropriate documents in the offices of the Secretary of State of the state of both entities evidencing this merger.

The parties agree that such filing and recording take place on a date mutually agreeable to the entities which shall be as soon as practicable after the approval and adoption of this agreement by the requisite votes of the respective stockholders of the ENTITIES and the receipt of any rulings determined by the parties hereto to be appropriate.

V. WAIVERS OF EXTENSIONS. Each party may, by written instrument extend the time for performance of any of the obligations where acts of the other party hereto.

VI. MISCELLANEOUS. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise provided, herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective successors, any rights and remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the ENTITIES, pursuant to the authority given by the resolution adopted by its governing body, has caused this Agreement to be executed by the

shareholders of South Holt (MO) and the Shareholders of South Holt (FL), all as of the day and year first above written.

SOUTH HOLT (MO)

By Robert D. Williams
Robert D. Williams, Sole Shareholder

SOUTH HOLT (FL)

By Robert D. Williams
Robert D. Williams, Sole Shareholder

STATE OF Kansas)
) ss
COUNTY OF Johnson)

BE IT REMEMBERED that on this 30 day of December, 2013, before me, a Notary Public in and for the county and state aforementioned personally appeared Robert D. Williams of South Holt (MO), a limited liability company duly organized and existing under the laws of the State of Missouri, who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such corporation and duly acknowledges the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of December, 2013.



Suzanne E. Leach
Notary Public

My appointment expires:

May 16, 2014

STATE OF Kansas)
) ss
COUNTY OF Johnson)

BE IT REMEMBERED that on this 30 day of December, 2013, before me, a Notary Public in and for the county and state aforementioned personally appeared Robert D. Williams of South Holt (FL), a limited liability company duly organized and existing under the laws of the State of Florida, who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such corporation and duly acknowledges the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of December, 2013.



Suzanne E. Leach
Notary Public

My appointment expires:

May 16, 2014

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TO: Amendment Section
Division of Corporations

SUBJECT: South Holt Communications, Inc.
Name of Surviving Corporation

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Please return all correspondence concerning this matter to following:

Thomas K. Jones

Contact Person

Payne & Jones, Chtd.

Firm/Company

11000 King St., PO Box 25625

Address

Overland Park, KS 66225-5625

City/State and Zip Code

jbrown@paynejones.com

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

For further information concerning this matter, please call:

Thomas K. Jones

Name of Contact Person

At (913)

469-4100

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

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