

P13000090384

(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



200298519512

04/27/17--01027--010 **78.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
17 APR 27 PM 2:51

Morgan

MAY 05 2017

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: National Marriage Seminars of America, 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:

Aaron J. Gold

Contact Person

Allen Dell, P.A.

Firm/Company

202 S. Rome Avenue, Suite 100

Address

Tampa, FL 33606

City/State and Zip Code

agold@allendell.com

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

For further information concerning this matter, please call:

Aaron J. Gold

Name of Contact Person

At (813) 223-5351

Area Code & Daytime Telephone Number

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
17 APR 27 PM 2:54

☒ 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

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION
17 MAR 21 PM 2:51

ARTICLES OF MERGER
OF
NATIONAL MARRIAGE SEMINARS, INC.,
a Florida corporation

- P12 - 85997

INTO
NATIONAL MARRIAGE SEMINARS OF AMERICA,
a Florida corporation

P13 - 90384

Pursuant to Section 607.1101, of the Florida Statutes , the undersigned Florida corporations, NATIONAL MARRIAGE SEMINARS, INC. ("NATIONAL"), 3036 West Bearss Avenue, Tampa, Florida 33618, Florida Document Number P12000085997, FEI Number 46-1237256, and NATIONAL MARRIAGE SEMINARS OF AMERICA, INC. ("NMSA"), 3036 West Bearss Avenue, Tampa, Florida 33618, Florida Document Number P13000090384, FEI Number 46-4330741, adopt the following Articles of Merger for the purpose of merging NATIONAL into NMSA.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of NATIONAL, into NMSA, is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are 100 shares of stock of NMSA, issued and outstanding that were entitled to vote on the Plan of Merger, 100 shares of stock were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Members of NMSA, held telephonically on the 3rd day of April, 2017.

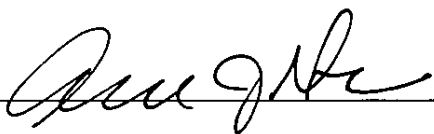
(B) There are 100 shares of stock of NATIONAL, issued and outstanding that were entitled to vote on the Plan of Merger, 100 shares of stock were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of NATIONAL held telephonically on the 3rd day of April, 2017.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

FILED
SECRETARY OF STATE
CORPORATIONS
17 APR 27 PM 2:51

IN WITNESS WHEREOF, each of the undersigned has caused these Articles to be signed as of the 10th day of April, 2017.

SURVIVING CORPORATION:



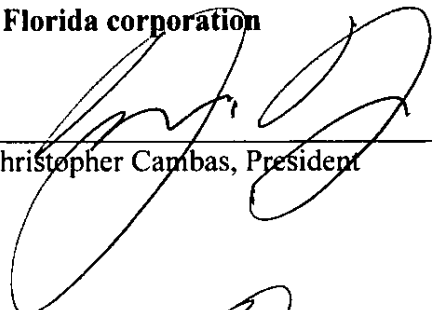
Michele B. Murray

MERGING CORPORATION:



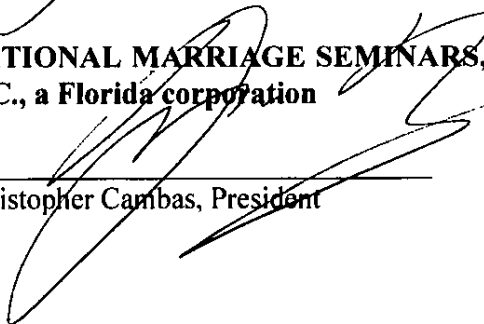
Michele B. Murray

**NATIONAL MARRIAGE SEMINARS
OF AMERICA, INC.,
a Florida corporation**



Christopher Cambas, President

**NATIONAL MARRIAGE SEMINARS,
INC., a Florida corporation**



Christopher Cambas, President

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF NATIONAL MARRIAGE SEMINARS, INC., a Florida corporation
WITH AND INTO
NATIONAL MARRIAGE SEMINARS OF AMERICA, INC., a Florida corporation
UNDER THE NAME OF
NATIONAL MARRIAGE SEMINARS OF AMERICA, INC., a Florida corporation**

This is a Plan and Agreement of Merger ("Agreement") dated the 6th day of April, 2017, between NATIONAL MARRIAGE SEMINARS, INC. ("NATIONAL"), a Florida corporation, (the "Merging Corporation"), and NATIONAL MARRIAGE SEMINARS OF AMERICA, INC. ("NMSA"), a Florida corporation (the "Surviving Company").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of NATIONAL, and NMSA, pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(A) NATIONAL, shall be merged with and into NMSA, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Company shall be NATIONAL MARRIAGE SEMINARS OF AMERICA, INC.

(C) When this Agreement shall become effective, the separate existence of NATIONAL, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of NATIONAL, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Company will carry on business with the assets of NATIONAL, as well as with the assets of NMSA.

(E) The Shareholders of NATIONAL will surrender all of their stock interests in the manner hereinafter set forth.

(F) In exchange for the stock of NATIONAL, surrendered by its Shareholders, the Surviving Company shall issue and transfer to the Shareholders, on the basis set forth in Article IV, below, shares.

(G) The Shareholders of NATIONAL, will retain their stock as stock of the Surviving Corporation.

(H) The Articles of Incorporation of NMSA, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, NATIONAL, represents and warrants to the Surviving Company as follows:

(A) NATIONAL, is duly organized, validly existing, and in good standing under the laws of the State of Florida with the power and authority to own property and carry on its business as it is now being conducted.

(B) NATIONAL, is authorized to issue stock, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. NATIONAL, is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which NATIONAL, is or may be obligated to issue or purchase stock.

(C) NATIONAL, has furnished the Surviving Corporation with its balance sheet as of December 31, 2016, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of NATIONAL, (2) fairly present the financial condition of NATIONAL, as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of NATIONAL. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of NATIONAL, at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of NATIONAL, have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. NATIONAL, has not been delinquent in the payment of any tax or assessment.

(E) CHRISTOPHER CAMBAS, BILL BUMBERRY and VAGDEVI MEUNIES, are, and at the time of the effective date of the merger will be, the lawful owners of the stock of NATIONAL, free and clear of all liens, claims, encumbrances and restrictions of every kind. The aforementioned Shareholders have full legal right, power, and authority to sell, assign, and transfer their stock in NATIONAL. The delivery of the stock to the Surviving Company pursuant to the provisions of this Agreement will transfer valid title to the stock, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) NATIONAL, has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of NATIONAL.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against NATIONAL or any of its Shareholders that would affect it or its properties, assets, or business; and neither NATIONAL, nor any of its Shareholders are aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of NATIONAL. NATIONAL, is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of NATIONAL has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. NATIONAL, is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of NATIONAL, or that would prohibit the Shareholders from entering into this Agreement or prevent consummation of this Agreement.

(I) NATIONAL, has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, NATIONAL, will have delivered to NMSA, a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by NATIONAL, setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by NATIONAL, under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of NATIONAL, in effect at the time of delivery of the schedule.

(K) NATIONAL is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to NATIONAL, or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of NATIONAL, are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to NATIONAL, or its successors.

(L) The books of account, corporate book, and stock transfer ledgers of NATIONAL, are complete and correct, and there have been no transactions involving NATIONAL, that properly should have been set forth in those books, other than those set forth in those books.

(M) NATIONAL, represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Company, which facts if known by the Surviving Company or its Shareholders, would cause the Surviving Company to abandon the proposed merger with NATIONAL.

2.02 Survivor. As a material inducement to NATIONAL, to execute this Agreement and perform its obligations under this Agreement, NMSA, warrants to NATIONAL, as follows:

(A) NMSA, is duly organized, validly existing, and in good standing under the laws of the State of Florida with power and authority to own property and carry on its business as it is now being conducted.

(B) NMSA, is authorized to issue stock. As of the date of this Agreement, 100 shares of stock are outstanding, fully paid, and nonassessable.

(C) NMSA, has furnished the Merging Corporation with its balance sheet of NMSA, as of December 31, 2016, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of NMSA, (2) fairly present the financial condition of NMSA, as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of NMSA. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of NMSA, at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of NMSA, have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. NMSA, has not been delinquent in the payment of any tax or assessment.

(E) NMSA, has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of NMSA.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities

incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against NMSA, that would affect it or its properties, assets, or business; and NMSA, is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of NMSA. NMSA, is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of NMSA, has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. NMSA, is not in violation of, or in default under, any term or provision of its Articles of Incorporation, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of NMSA, or that would prohibit NMSA, from entering into this Agreement or prevent consummation of this Agreement.

(H) NMSA, has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, corporate books, and stock transfer ledgers of NMSA, are complete and correct, and there have been no transactions involving NMSA, that properly should have been set forth in those books, other than those set forth in those books.

(J) NMSA, represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its Shareholders, would cause the Merging Corporation to abandon the proposed merger with NMSA.

ARTICLE III

COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent companies will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships.

3.02 Submission to Shareholders. This Agreement shall be submitted separately to the Shareholders of the constituent companies in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of NATIONAL Except as may be expressly waived in writing by NATIONAL, all the obligations of NATIONAL, under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by NMSA,:

(A) The representations and warranties made by NMSA, to NATIONAL, in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) NMSA shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for NATIONAL.

3.04 Conditions Precedent to Obligations of NMSA. Except as may be expressly waived in writing by NMSA, all the obligations of NMSA, under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by NATIONAL.

(A) The representations and warranties made by NATIONAL to NMSA, in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) NATIONAL, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE IV
MANNER OF CONVERTING STOCK

4.01 Manner. The holders of shares in NATIONAL, shall surrender their stock certificates to the President of the Surviving Company promptly after the effective date, in exchange for shares of stock of the Surviving Company to which they are entitled under this Article IV.

4.02 Basis. Each Shareholder shall be entitled to receive one (1) share of the Surviving Company for each share of stock that the stockholder owned in the Merging Company.

4.03 Stock of Surviving Company. The currently outstanding shares in the Surviving Company shall remain outstanding in the Surviving Company.

ARTICLE V
PRESIDENT AND OFFICERS

5.01 President and Officers of Surviving Company. The President of the Surviving Company shall remain as President. All persons who as of the effective date of the merger shall be executive or administrative officers of NMSA, shall remain as officers of the Surviving Company until the Shareholders of the Surviving Company shall determine otherwise.

ARTICLE VI
SHAREHOLDER AGREEMENT

6.01 Shareholder Agreement of the Surviving Company. The Shareholder Agreement, if any, of NMSA, existing on the effective date of the merger, shall continue in full force as the Shareholder Agreement of the Surviving Company until altered, amended, or repealed as provided in the Shareholder Agreement or as provided by law.

ARTICLE VII
NATURE AND SURVIVAL OF WARRANTIES,
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of NATIONAL, NMSA, or the Shareholders pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the Shareholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII

TERMINATION

8.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the Shareholders of either of the constituent companies:

(A) By mutual consent of the Shareholders of the constituent companies.

(1) The Shareholders of NMSA, dissent so that, in their opinion the merger will be inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent company, or any of its assets, that, in the opinion of the Shareholders of either company, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the Shareholders of either company, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of the Shareholders of either company, any materially adverse change in the business or condition, financial or otherwise, of either constituent company.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The President of the constituent company who made the election shall give immediate written notice of the election to the other constituent company.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent company as a result of the termination and abandonment.

ARTICLE IX

INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances. NATIONAL, agrees that from time to time, as may be requested by the Surviving Company or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. NATIONAL, further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed as follows:

Surviving Corporation: National Marriage Seminars of America, Inc.
c/o Chris Cambas
3036 West Bearss Avenue
Tampa, FL 33618

with copy to: Allen Dell, P.A.
ATTN: Aaron J. Gold, Esquire
202 S. Rome Avenue, Suite 100
Tampa, FL 33606

Merging Corporation: National Marriage Seminars, Inc.
c/o Chris Cambas
3036 West Bearss Avenue
Tampa, FL 33618

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

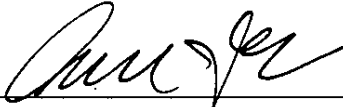
9.04 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be Hillsborough County, Florida.

9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

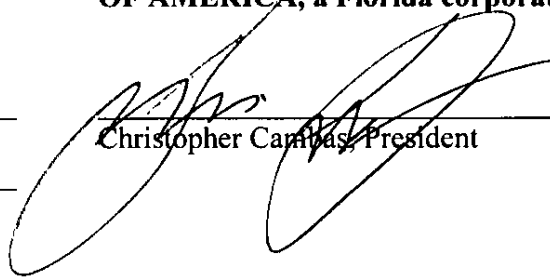
IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:

**NATIONAL MARRIAGE SEMINARS
OF AMERICA, a Florida corporation**




Michele R. Murray



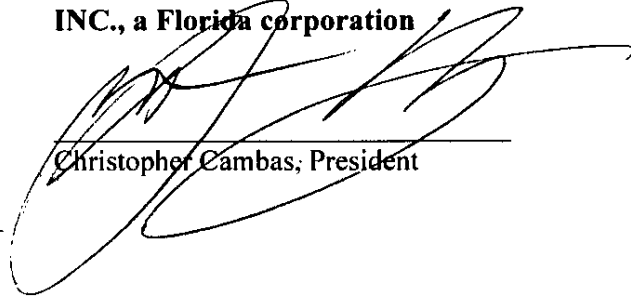
Christopher Cambas, President

MERGING CORPORATION:

**NATIONAL MARRIAGE SEMINARS,
INC., a Florida corporation**



Michele R. Murray



Christopher Cambas, President