

P1500005782

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MAR 23 2018

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Merger

1. **WI HOLDINGS INC.**

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1105, Florida Statutes.

FIRST: The name, jurisdiction, and document number of the **Surviving Corporation** are as follows:

| | | |
|------------------|----------------------|-------------------------|
| Name: | Jurisdiction: | Document Number: |
| WI Holdings Inc. | FLORIDA | P15000005782 |

SECOND: The name, jurisdiction, and document number of each merging / **Disappearing Corporation** are as follows:

| | | |
|--------------------------------|----------------------|-------------------------|
| Name: | Jurisdiction: | Document Number: |
| Division Ten Specialties, Inc. | FLORIDA | P17000012705 |
| Interior Specialties, Inc. | FLORIDA | P18000014801 |

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective as of the filing these Articles of Merger.

FIFTH: The Articles of Merger and Agreement and Plan of Merger were adopted by Unanimous Written Consent of the Boards of Directors and Shareholders of the Surviving Corporation and each of the merging / Disappearing Corporations on March 21, 2018.

SIXTH: SIGNATURE(S) FOR EACH PARTY:

SURVIVING CORPORATION:

WI HOLDINGS INC.
a Florida corporation

By: 

James R. Robinson
Vice President

NON-SURVIVING CORPORATIONS:

DIVISION TEN SPECIALTIES, INC.
a Florida corporation

By: 

James R. Robinson
Vice President

INTERIOR SPECIALTIES, INC.
a Florida corporation

By: 

James R. Robinson
Vice President

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

18 MAR 22 AM 9:10

FILED

Agreement and Plan of Merger

**For The Merger of
Division Ten Specialties, Inc.**

and

Interior Specialties, Inc.

With and Into:

WI Holdings Inc.

FILED
18 MAR 22 AM 9:10
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*") dated as of March 21, 2018, is made and entered into by and among (i) Division Ten Specialties, Inc., a Florida corporation ("*Division Ten Specialties*"), (ii) Interior Specialties, Inc., a Florida corporation (together with Division Ten Specialties, the "*Non-surviving Corporations*"), (iii) WI Holdings Inc., a Florida corporation ("*Surviving Corporation*"), which is the sole shareholder of each of the Non-surviving Corporations, and (iv) David E. Riley and James Robert Robinson, who are the holders of all of the outstanding shares of capital stock of Surviving Corporation ("*Shareholders*"). Surviving Corporation and the Non-surviving Corporations are sometimes referred to herein as the "*Constituent Corporations*."

WITNESSETH:

WHEREAS, each of the Constituent Corporations is a corporation organized and existing under the laws of the State of Florida, including the Florida Business Corporation Act (the "*FBCA*");

WHEREAS, the Shareholders and the respective Boards of Directors of each of the Constituent Corporations have determined that it is desirable to merge each of the Non-surviving Corporations with and into Surviving Corporation (the "*Merger*") and that Surviving Corporation shall be the surviving corporation of the Merger, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Shareholders and the respective Boards of Directors of each of the Constituent Corporations have approved this Agreement unanimously in satisfaction of requisite approval requirements under the FBCA;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**ARTICLE I
EFFECTIVE DATE AND EFFECT OF THE MERGER**

1.1 Filing and Effectiveness. The time of the effectiveness of the Merger shall be as follows: (i) upon the acceptance of the filing of the Articles of Merger for the Merger under the FBCA (the "*Articles of Merger*") with the Department of State of the State of Florida, or (ii) if applicable, upon such later specified date and time as may be set forth in the Articles of Merger (the date and time when the Merger shall become effective, as aforesaid, is herein called the "*Effective Date*").

1.2 Effect of the Merger; Registered Agent. On the Effective Date, each of the Non-surviving Corporations shall be merged with and into Surviving Corporation, as the surviving corporation of the Merger, the separate existence of each of the Non-surviving Corporations shall cease, the Surviving Corporation shall continue to exist as a corporation organized and existing under the FBCA, and the Merger shall have the effects set forth in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto and to any other applicable laws, at the Effective Date of the Merger, all the properties, rights, privileges, powers and franchises of each of the Non-surviving Corporations shall vest in the Surviving Corporation, and, subject to the

[Handwritten signature]

terms of this Agreement, all debts, liabilities, restrictions, disabilities and duties of each of the Non-surviving Corporations shall become the debts, liabilities, restrictions, disabilities and duties of Surviving Corporation. The address of the registered office of the Surviving Corporation in the State of Florida shall be: 947 Joslane Court, Suite 1010, Altamonte Springs, FL 32701; the name of the registered agent at that address shall be: Mr. David E. Riley.

ARTICLE II

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

2.1 Except for amendments after the Effective Date in accordance with applicable law, the Articles of Incorporation of the Surviving Corporation after the Effective Date shall be the Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Merger, without change, except:

- (a) Article I of the Surviving Corporation's Articles of Incorporation shall be amended to change the name of the Surviving Corporation, and, as amended, the name of the Surviving Corporation shall be and read:

Interior Specialties, Inc.

- (b) Article II of the Surviving Corporation's Articles of Incorporation shall be amended to change the address of the Surviving Corporation, and, as amended, the principal place of business and mailing address of the Surviving Corporation shall be and read:

**947 Joslane Court
Suite 1010
Altamonte Springs, FL 32701.**

- (c) Article V of the Surviving Corporation's Articles of Incorporation shall be amended to change the name and Florida street address of the registered office of the Surviving Corporation, and, as amended, the name and Florida street address of the registered office of the Surviving Corporation shall be and read:

**David E. Riley
947 Joslane Court
Suite 1010
Altamonte Springs, FL 32701**

ARTICLE III

BYLAWS OF THE SURVIVING CORPORATION

3.1 Except for amendments after the Effective Date in accordance with applicable law, the Bylaws of the Surviving Corporation after the Effective Date shall be the Bylaws of Surviving Corporation as in effect immediately prior to the Merger, without change.

ARTICLE IV

EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.1 *Cancellation of All Shares of each Non-surviving Corporation.* Upon the Effective Date, any and all shares of capital stock of each of the Non-surviving Corporations (whether common or preferred shares, or any other type of shares of any name, class or series or otherwise), that are issued and outstanding immediately prior thereto, shall by virtue of the Merger and without any action by each of the Non-surviving Corporations, the holder(s) of such shares or any other person, no longer be outstanding and shall be automatically cancelled and cease to exist, and will not be converted into or exchanged for any capital stock or property.

4.2 *No Changes to Shares of Surviving Corporation.* Any and all shares of capital stock of Surviving Corporation issued and outstanding immediately prior to the Effective Date of the Merger, shall thereafter continue to exist as issued and outstanding shares of capital stock of the Surviving Corporation.

ARTICLE V OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

5.1 Upon and following the Effective Date, (i) the officers and directors of Surviving Corporation as of the time immediately prior to the Effective Date shall continue in office in such positions for the Surviving Corporation until their respective successors shall have been appointed or elected, and (ii) any persons holding positions as officers or directors of any of the Non-surviving Corporations shall automatically cease to hold such positions, due to the elimination such of such positions as a result of the Merger.

ARTICLE VI APPROVAL BY SHAREHOLDERS; DETERMINATION OF EFFECTIVE DATE; AMENDMENT OF AGREEMENT

6.1 *Approval of Merger.* The Shareholders and the respective Boards of Directors of each of the Constituent Corporations have approved this Agreement and have directed that this Agreement be executed by the undersigned officers, and the Surviving Corporation in its capacity as the sole shareholder of each of the Non-surviving Corporations has approved this Agreement.

6.2 *Effective Date of Merger.* It is hereby agreed that the Chief Executive Officer of the Constituent Corporations shall cause appropriate Articles of Mergers (in such form as approved by such officer, as evidenced conclusively by his execution and delivery thereof) to be executed and filed with the Department of State of Florida in accordance with the FBCA. It is hereby confirmed that officers of each of the Constituent Corporations have been authorized to make and execute Articles of Merger and other necessary or appropriate certificates or documentation to cause the consummation of the Merger as contemplated by this Agreement.

ARTICLE VII TERMINATION OF MERGER

7.1 This Agreement may be terminated and the Merger abandoned by mutual agreement of each of the Constituent Corporations (if approved by each of their respective Boards of Directors).

ARTICLE VIII MISCELLANEOUS

8.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its principles of conflicts of law.

8.2 *Expenses.* If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, the Surviving Corporation shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

8.3 *Agreement on File.* An executed copy of this Agreement will be on file at the principal place of business of the Surviving Corporation at 947 Josiane Court, Suite 1010, Altamonte Springs, FL 32701 and, upon request and without cost, a copy thereof will be furnished to any shareholder of any Constituent Corporation.

8.4 *Counterparts.* This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.



8.5 Further Assurances. From time to time, as and when required by Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of any or more Constituent Corporations as applicable, such deeds and other instruments, and there shall be taken or caused to be taken by it or them such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Constituent Corporations, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of the Constituent Corporations or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed effective as of the day and year first above written.

SURVIVING CORPORATION:

WI HOLDINGS INC.

a Florida corporation

By: 

David E. Riley
President

NON-SURVIVING CORPORATIONS:

DIVISION TEN SPECIALTIES, INC.


a Florida corporation

By: 

David E. Riley
President

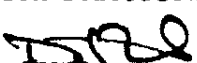
INTERIOR SPECIALTIES, INC.

a Florida corporation

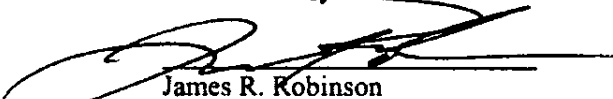
By: 

David E. Riley
President

SHAREHOLDERS OF SURVIVING CORPORATION:



David E. Riley



James R. Robinson