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MERGER OR SHARE EXCHANGE
Barclay Colorado Corporation

Certificate of Status	1
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**CERTIFICATE OF MERGER
OF
BARCLAY COLORADO CORPORATION
(a Colorado corporation)
WITH AND INTO
BARCLAY COLORADO CORPORATION
(a Florida corporation)**

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Pursuant to Section 607.1109 of the Florida Statutes, this Certificate of Merger provides as follows:

ARTICLE I

State of Organization; Surviving Entity

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
Barclay Colorado Corporation	Colorado
Barclay Colorado Corporation	Florida

Barclay Colorado Corporation, a Florida corporation, shall be the surviving entity.

ARTICLE II

Plan of Merger

The Agreement and Plan of Merger is attached hereto as Exhibit A.

ARTICLE III

Approval of Merger

The Agreement and Plan of Merger was adopted by the sole shareholder of Barclay Colorado Corporation, a Colorado corporation, in accordance with the Colorado Revised Statutes, on June 15, 2015. The shareholder holds 100 shares, all of which are entitled to vote. All 100 shares were voted for the Agreement and Plan of Merger.

The Agreement and Plan of Merger was approved by the sole shareholder of Barclay Colorado Corporation, a Florida corporation, in accordance with Chapter 607, Florida Statutes, on June 15, 2015. The shareholder holds 100 shares, all of which are entitled to vote. All 100 shares were voted for the Agreement and Plan of Merger.

The merger was adopted on June 15, 2015.

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ARTICLE IV
Effective Time

This Certificate of Merger shall become effective upon filing.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused this Certificate Merger to be executed this 15th day of June, 2015.

BARCLAY COLORADO CORPORATION,

a Colorado corporation

By: 

Name: Harold F. Marshall

Title: President

BARCLAY COLORADO CORPORATION,

a Florida corporation

By: 

Name: Harold F. Marshall

Title: President

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of June 15, 2015 (the "*Agreement*"), by and between **BARCLAY COLORADO CORPORATION**, a Colorado corporation (the "*Merging Entity*"), and **BARCLAY COLORADO CORPORATION**, a Florida corporation (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Agreement. The shareholders of the Merging Entity have approved the Merger and have approved and adopted this Agreement. The shareholders of the Surviving Entity have approved the Merger and have approved and adopted this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FBCA*") and the Colorado Business Corporation Act ("*CBCA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of incorporation of the Surviving Entity and the bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Entity shall cease.

(d) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(e) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(f) The Surviving Entity agrees that it may be served with process in the State of Colorado in any proceeding for the enforcement of any obligation of the Merging Entity, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the merging Entity against the Surviving Entity. Service shall be effected as provided in CRS Section 7-90-704(2) at 12472 West Atlantic Boulevard, Coral Springs, FL 33071.

(g) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 7-90-204 of the CBCA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Entity consists of 100,000 shares of common stock, \$.01 par value ("CO Common Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any CO Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Entity consists of 1,000 shares of common stock, without par value ("FL Common Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any FL Common Shares.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY INTO SHARES OF THE SURVIVING ENTITY.

(a) The CO Common Shares held by the sole shareholder of the Merging Entity that are issued and outstanding at the Effective Time shall cease to be outstanding and the shareholder shall receive no interest, cash, or other consideration in exchange for the CO Common Shares.

(b) At the Effective Time, the FL Common Shares of the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the sole shareholder of the Merging Entity and the sole shareholder of the Surviving Entity in the manner required by the FBCA and the CBCA, respectively, the respective articles of incorporation or certificate of incorporation, and the respective bylaws of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause certificate of merger ("*Certificate of Merger*") meeting the requirements of the FBCA and the CBCA, to be properly executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Colorado. The Merger shall become effective on such date and time as is agreed upon by the Surviving Entity and the Merging Entity and specified in the Certificate of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the CBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges, and franchises of the Merging Entity, the sole shareholder and director of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

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SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Entity and the board of directors of the Surviving Entity, whether before or after the approval of this Agreement by the sole shareholder of the Constituent Organizations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Organizations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

BARCLAY COLORADO CORPORATION,
a Colorado corporation

By: 

Name: Harold F. Marshall

Title: President

BARCLAY COLORADO CORPORATION,
a Florida corporation

By: 

Name: Harold F. Marshall

Title: President