

Division of Corporations

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Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
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From:

Account Name : R. ROSSER COLE, A LAW CORPORATION  
Account Number : I20130000005  
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**MERGER OR SHARE EXCHANGE  
FLOYD SLOAT, INC.**

Certificate of Status	0
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Estimated Charge	\$78.75

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## 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)
FLOYD SLOAT, INC.	FLORIDA	P15000093932

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FLOYD SLOAT, INC.	CALIFORNIA	C1981606

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**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**     /     /     (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.)

**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.

**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 NOVEMBER 19, 2015.

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 NOVEMBER 19, 2015.

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)

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**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

FLOYD SLOAT, INC. (FL)

Jacqueline A Sloat

**JACKIE SLOAT, PRESIDENT**

FLOYD SLOAT, INC. (CA)

Lloyd R. Shont

FLOYD SLOAT, PRESIDENT

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**PLAN OF MERGER**  
**(Non Subsidiaries)**

The following Plan of Merger ("Agreement") is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**ARTICLE 1. RECITALS OF CONSTITUENT CORPORATIONS**

**Merging Corporation**

Section 1.01. Floyd Sloat, Inc., ("Merging Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

**Surviving Corporation**

Section 1.02. Floyd Sloat, Inc., ("Surviving Corporation") is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

**ARTICLE 2. MERGER**

**Surviving Corporation**

Section 2.01. Merging Corporation shall be merged into Surviving Corporation, under the laws of the State of Florida, pursuant to the terms and conditions of this Agreement.

**ARTICLE 3. EFFECTIVE DATE**

Section 3.01. This merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Florida ("Effective Date").

**ARTICLE 4. TERMS AND CONDITIONS**

**Negative Covenants**

Section 4.01. Between the date of this Agreement and the date on which the merger shall become effective, either constituent corporation shall not:

- (a) Declare or pay any dividends to its shareholders.
- (b) Except in the normal course of business and for adequate value, dispose of any of its assets.

**Further Assignments or Assurances**

Section 4.02. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of Merging Corporation or otherwise carry out the provisions hereof, the proper officers and directors of Merging Corporation as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the provisions hereof.

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ARTICLE 5. CONVERSION OF SHARES

Section 5.01. (a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Merging Corporation. On the Effective Date, each issued and outstanding common share of Merging Corporation shall be converted into one common share, without par value, of Surviving Corporation, subject to adjustment as provided in this Agreement. No fractional shares of the common stock of the Surviving Corporation will be issued to the holders of the common stock of the Merging Corporation, but holders who would otherwise be entitled to receive a fraction of a share of the common stock of the Surviving Corporation on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of the common stock of the merging corporation as of the effective date of the merger.

Section 5.02. Each holder of the shares of the Merging Corporation shall surrender his shares, properly endorsed, to the surviving corporation or its agent, and shall thereupon receive in exchange therefore a certificate or certificates representing the number of shares of the Surviving Corporation into which the shares of the Merging Corporation have been converted.

ARTICLE 6. DIRECTORS

## Board of Survivor

Section 6.01. The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until such time as their successors have been elected and qualified.

ARTICLE 7. ARTICLES OF INCORPORATION

Section 7.01. The articles of Surviving Corporation as existing on the effective date of the merger, shall continue in full force as the articles of the Surviving Corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 8. BYLAWS

Section 8.01. The bylaws of Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

## Notices

Section 9.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

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- (a) In the case of Merging Corporation to:  
Floyd Sloat, Inc. – P.O. Box 1485, Clearwater, Florida 33757, or to such other person or address as Floyd Sloat, Inc. may from time to time furnish to Surviving Corporation;
- (b) In the case of Surviving Corporation to:  
Floyd Sloat, Inc. – P.O. Box 1485, Clearwater, Florida 33757, or to such other person or address as Floyd Sloat, Inc. may from time to time furnish to Merging Corporation.

#### Counterpart Executions

Section 9.02. This Agreement may be executed in two or more counterparts, by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed, and each of which shall be considered an original, but all of which together shall constitute the same instrument. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

#### Controlling Law

Section 9.03. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

Executed on NOVEMBER 19, 2015.

#### FLOYD SLOAT, INC. (California)

By: *Floyd R. Sloat*  
Floyd Sloat, President

By: *Jacqueline A. Sloat*  
Jackie Sloat, Secretary

#### FLOYD SLOAT, INC. (Florida)

By: *Jacqueline A. Sloat*  
Jackie Sloat, President

By: *Jacqueline A. Sloat*  
Jackie Sloat, Secretary