

P16000017959

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

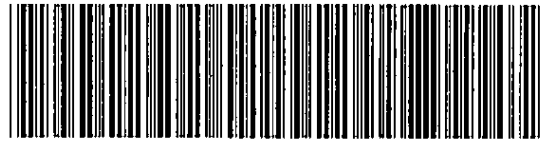
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

524-



100333498031

08/29/18--01020--018 **70.00

FILED
2019 SEP 23 PM 3:45

C GOLDEN

SEP 24 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Savvy Dealer, 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:

Derek E. Larsen-Chaney, Esq.

Contact Person

Phelps Dunbar, LLP

Firm/Company

100 S. Ashley Drive, Suite 2000

Address

Tampa, Florida 33602

City/State and Zip Code

derek.larsen-chaney@phelps.com

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

For further information concerning this matter, please call:

Emily Wills

Name of Contact Person

At (813) 472-7859

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

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 10, 2019

DEREK E. LARSEN-CHANEY, ESQUIRE
100 SOUTH ASHLEY DRIVE
SUITE 2000
TAMPA, FL 33602

SUBJECT: SAVVY DEALER, INC.
Ref. Number: P16000017959

We have received your document and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Articles of Merger should be filed pursuant to section 607.1105.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 419A00018633

2019 SEP 23 PM 12:19

RECEIVED
www.sunbiz.org

EMILY WILLS
Paralegal
(813) 472-7859
emily.wills@phelps.com

September 20, 2019

36052-0001

VIA UPS OVERNIGHT

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Merger Forms – Profit Corporation Merger with other Corporation

To Whom It May Concern:

Enclosed please find the following conversion documents for Agile Dealers Inc. (Document No. P15000035123) into Savvy Dealer, Inc. (Document No. P16000017959):

1. Florida Department of State Division of Corporations letter dated September 10, 2019;
2. Division of Corporations Cover Letter;
3. [Revised] Articles of Merger; and
4. Agreement and Plan of Merger.

Please note that you are already in possession of my firm's Check No. 106780 in the amount of \$70.00. to cover the cost of this request.

If you have any questions regarding this matter, please do not hesitate to contact me on my direct telephone number at (813) 472-7859.

Sincerely,



Emily Wills
Paralegal to Derek Larsen-Chaney, Esq.

Enclosures

**ARTICLES OF MERGER
(Profit Corporations)**

2019 SEP 23 PM 3:45

**AGILE DEALERS INC.
(Target)
into
SAVVY DEALER, INC.
(Survivor)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes, to effect the merger of Agile Dealers, Inc., a Florida corporation, into its affiliated company, Savvy Dealer, Inc., a Florida corporation (the "**Merger**"). The plan of merger ("**Plan of Merger**") is as follows:

PLAN OF MERGER

1. The name and jurisdiction of the surviving entity:

Savvy Dealer, Inc., a Florida corporation ("**Survivor**") (Florida Document No. P16000017959). Survivor's principal address is 2705 Wilson Road, Land O' Lakes, Florida 34638.

2. The name and jurisdiction of the merging entity:

Agile Dealers Inc., a Florida corporation ("**Target**") (Florida Document No. P15000035123).

3. Effective Date. The Merger shall be effective as of August 30, 2019.

4. Converting Shares and Liabilities; Governing Law. On the Effective Date of the Merger, the outstanding shares of Target issued and outstanding shall, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled and no longer represent an interest in Target, and Survivor shall pay to the sole shareholder of Target Ten and 00/100 Dollars (\$10.00). In exchange for the shares of Target being cancelled, Survivor shall accept the liabilities of Target. The issued and outstanding shares of Survivor shall not be affected by the Merger. The Survivor shall continue to be governed by the laws of the State of Florida.

5. Adoption of Merger by Surviving Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on August 30, 2019, by unanimous written consent of the shareholders of Survivor, in accordance with the Florida Business Corporation Act.

6. Adoption of Merger by Merging Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on August 30, 2019, by unanimous written consent of the shareholders of Target, in accordance with the Florida Business Corporation Act.

7. Appointment of Agent. Survivor is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Target, if any.


8. Dissenting Shareholders. The shareholders of Survivor are the sole shareholders of Target and have approved the Merger and the Plan of Merger set forth herein. As such, there exist no other shareholders of Target who, except for the applicability of Florida Statutes Section 607.1108, would be entitled to vote and who dissent from the Merger.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, this instrument may be signed in one of more counterparts and was executed as of the dates written below.

"SURVIVOR"

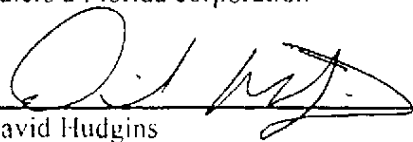
Savvy Dealer, Inc., a Florida corporation

By: 
Stefanie Gillrie
Its President

Dated: August 23, 2019

"TARGET"

Agile Dealers a Florida corporation

By: 
David Hudgins
Its President

Dated: August __, 2019

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of August 30, 2019, between Agile Dealers Inc., a Florida corporation ("**Target**"), and Savvy Dealer, Inc., a Florida corporation ("**Survivor**" and together with Target, the "**Constituent Companies**"), for the purpose of effecting the merger (the "**Merger**") of Target with and into Survivor.

BACKGROUND

Target is a corporation incorporated and existing under the laws of the State of Florida.

Survivor is a corporation incorporated and existing under the laws of the State of Florida.

All of the shareholders of each Constituent Company deem it advisable and in the best interests of each such company and their respective shareholders that Target be merged with and into Survivor as provided in this Agreement, and they have accordingly each adopted resolutions approving this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER; NAME

On the Effective Date (as defined in Article VI hereof) of the Merger, Target shall be merged with and into Survivor, and Survivor shall continue to be governed by the laws of the State of Florida and the separate corporate existence of Target shall thereupon cease. Articles of merger substantially in the form attached hereto as Schedule 1, shall be filed with the Secretary of State of the State of Florida to effectuate and evidence the Merger. Upon completion of the Merger, the name of Survivor shall remain "Savvy Dealer, Inc." The Merger shall be pursuant to the provisions of and with the effect provided in the Florida Business Corporation Act.

ARTICLE II

ARTICLES OF INCORPORATION; BYLAWS; DIRECTORS AND OFFICERS

On the Effective Date, the Articles of Incorporation and Bylaws of Survivor, as in effect immediately prior to the Effective Date, shall remain the Articles of Incorporation and Bylaws, respectively, of Survivor, the surviving company, until duly amended in accordance with applicable law. No amendment to the Articles of Incorporation or Bylaws of Survivor shall be effectuated by virtue of the Merger. After the Merger, the officers and directors, if any, of Survivor shall maintain their positions.

ARTICLE III

OBLIGATIONS PRIOR TO EFFECTIVE DATE

Survivor shall be responsible for all obligations and liabilities of the Constituent Companies. The acceptance of the responsibility of all the obligations and liabilities of Target by Survivor shall constitute part of the consideration for the shares of Target to be cancelled, as further described in Article IV.

ARTICLE IV

CONVERTING SHARES

On the Effective Date of the Merger, the outstanding shares of Target issued and outstanding shall, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled and no longer represent an interest in Target, and Survivor shall pay to the shareholders of Target (which payment is hereby acknowledged) U.S. \$10.00. In exchange for the shares of Target being cancelled, Survivor shall accept the liabilities of Target. The issued and outstanding shares of Survivor shall not be affected by the Merger.

ARTICLE V

RIGHTS AND DUTIES OF SURVIVOR AS THE SURVIVING COMPANY

On the Effective Date of the Merger, for all purposes, the separate existence of Target shall be merged with and into Survivor. Survivor shall thereafter, consistently with the articles of incorporation, possess all the rights, privileges, immunities, powers and purposes of each of the Constituent Companies; all the property, real and personal, including subscriptions to shares, causes of action and every other asset of each of the Constituent Companies, shall vest in Survivor without further act or deed and without reversion or impairment. Survivor shall assume and be liable and responsible for all the liabilities, obligations and penalties of each of the Constituent Companies. No rights of creditors or any liability or obligation due or to become due, claim or demand for any cause existing against any Constituent Company, or any shareholder, officer or director thereof, shall be released or impaired by the Merger. No action or proceeding, whether civil or criminal, then pending by or against any of the Constituent Companies, or any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or compromised as if the Merger had not occurred, or Survivor may be substituted in such action or special proceeding in place of any of the Constituent Companies.

ARTICLE VI

EFFECTIVE DATE

As used in this Agreement, the term "Effective Date" means August 30, 2019.

ARTICLE VII

CERTIFICATION

By executing this Agreement, each of the Constituent Companies party hereto certifies that the requisite shareholder approval of the Merger has been obtained by its respective shareholders.

ARTICLE VIII

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ARTICLE IX

AMENDMENT

Subject to applicable law, this Agreement may be amended, modified, or supplemented only by written agreement of the Constituent Companies, at any time prior to the Effective Date.

ARTICLE X

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to the conflicts of laws principles thereof.

ARTICLE XI

ENTIRE AGREEMENT

This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

ARTICLE XII

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE XIII

NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

ARTICLE XIV

HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

ARTICLE XV

WAIVER

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

ARTICLE XVI

SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE XVII

FURTHER ASSURANCES

If at any time Survivor shall consider or be advised that any further assignment or assurances in law or any things are necessary or desirable to vest in Survivor, according to the terms hereof, the title of any property or rights of Target, the last acting officers and directors of Survivor shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in Survivor, and otherwise to carry out the purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement may be signed in one or more counterparts and was executed as of the date first written above.

SAVVY DEALER, INC.

By: 

Name: Steffanie Gillrie

Title: President

AGILE DEALERS INC.

By: 

Name: David Hudgins

Title: President

SCHEDULE 1

ARTICLES OF MERGER

**ARTICLES OF MERGER
(Profit Corporations)**

**AGILE DEALERS INC.
(Target)
into
SAVVY DEALER, INC.
(Survivor)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes, to effect the merger of Agile Dealers, Inc., a Florida corporation, into its affiliated company, Savvy Dealer, Inc., a Florida corporation (the "**Merger**"). The plan of merger ("**Plan of Merger**") is as follows:

PLAN OF MERGER

1. The name and jurisdiction of the surviving entity:

Savvy Dealer, Inc., a Florida corporation ("**Survivor**") (Florida Document No. P16000017959). Survivor's principal address is 2705 Wilson Road, Land O' Lakes, Florida 34638.

2. The name and jurisdiction of the merging entity:

Agile Dealers Inc., a Florida corporation ("**Target**") (Florida Document No. P15000035123).

3. Effective Date. The Merger shall be effective as of August 30, 2019.

4. Converting Shares and Liabilities; Governing Law. On the Effective Date of the Merger, the outstanding shares of Target issued and outstanding shall, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled and no longer represent an interest in Target, and Survivor shall pay to the sole shareholder of Target Ten and 00/100 Dollars (\$10.00). In exchange for the shares of Target being cancelled, Survivor shall accept the liabilities of Target. The issued and outstanding shares of Survivor shall not be affected by the Merger. The Survivor shall continue to be governed by the laws of the State of Florida.

5. Adoption of Merger by Surviving Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on August 30, 2019, by unanimous written consent of the shareholders of Survivor, in accordance with the Florida Business Corporation Act.

6. Adoption of Merger by Merging Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on August 30, 2019, by unanimous written consent of the shareholders of Target, in accordance with the Florida Business Corporation Act.

7. Appointment of Agent. Survivor is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Target, if any.

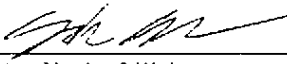
8. Dissenting Shareholders. The shareholders of Survivor are the sole shareholders of Target and have approved the Merger and the Plan of Merger set forth herein. As such, there exist no other shareholders of Target who, except for the applicability of Florida Statutes Section 607.1108, would be entitled to vote and who dissent from the Merger.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, this instrument may be signed in one of more counterparts and was executed as of the dates written below.

"SURVIVOR"

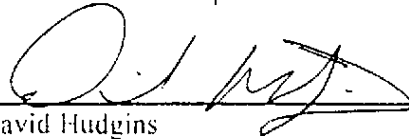
Savvy Dealer, Inc., a Florida corporation

By: 
Stephanie Gillrie
Its President

Dated: August 23, 2019

"TARGET"

Agile Dealers a Florida corporation

By: 
David Hudgins
Its President

Dated: August __, 2019