

P16000042719

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

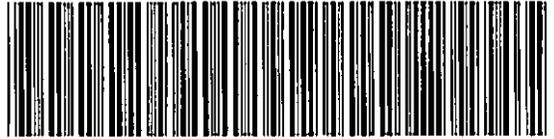
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

2351

Office Use Only



000316624140

08/21/18--01009--026 **35.00

08/20/18--01009--026 **35.00

FILED
18 AUG 20 AM 11:40
TALLAHASSEE, FLORIDA

AUG 21 2018
S. YOUNG



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 10, 2018

MARK ROULEAU
CRESTWAY, INC
1812 ASCOTT ROAD
NORTH PALM BEACH, FL 33408

SUBJECT: CRESTWAY, INC.
Ref. Number: P16000042719

We have received your document for CRESTWAY, INC. and check(s) totaling \$43.75. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

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.

Shelia H Young
Regulatory Specialist II

Letter Number: 318A00016563

RECEIVED
18 AUG 20 AM 5:55
SECRETARY OF STATE
TALLAHASSEE FL

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)
Crestway, Inc.	Florida	P16000042719

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Blue Sky Mining Company, Inc.	Kansas	2930436

FILED
 18 AUG 20 AM 11:40
 TALLAHASSEE, FLORIDA

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 July 10, 2018.

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 July 10, 2018.

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)

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
Blue Sky Mining Company, Inc. _____	Kansas (2930436) _____

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Crestway, Inc. _____	Florida (#P16000042719) _____
_____	_____
_____	_____
_____	_____
_____	_____

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

The delivery of one share of Blue Sky Mining Company, Inc. will result in the delivery of Ten shares of Crestway, Inc. currently held by Blue Sky Mining Company, Inc. and the extinguishment of said Blue Sky Mining Company, Inc. shares so delivered.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Merger - Downstream Merger dated July 10, 2018.

Mark Rouleau, being the sole shareholder of Blue Sky Mining Company, Inc. waives the provision of the FL statutes section 607.1104(3) for thirty day mailing of the articles of merger before being delivered to the Department of State.

Blue Sky Mining Company, Inc. being the sole shareholder of Crestway, Inc. through Mark Rouleau the sole shareholder of Blue Sky Mining Company, Inc. waives the provision of the FL statutes section 607.1104(3) for thirty day mailing of the articles of merger before being delivered to the Department of State.

KANSAS SECRETARY OF STATE

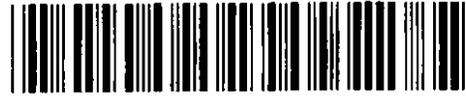
File Stamp Cover Page

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor (785) 296-4564
120 S.W. 10th Avenue kssos@sos.ks.gov
Topeka, KS 66612-1594 www.sos.ks.gov

2083 01
053 068
\$150.00

FILED BY KS SOS
07-26-2018
03:36:36 PM
FILE#: 2930436



05228273

We were unable to attach a file stamp on the original document. The file stamp provides the business entity identification number, date and time filed with the Kansas Secretary of State.

The stamp confirms your document was filed. We recommend keeping it with the document.

NQ (5)
293-043-6

53-68

AGREEMENT AND PLAN OF MERGER
DOWNSTREAM MERGER

This Agreement and Plan of Merger, dated July 10, 2018, is by and between Crestway, Inc. a Florida corporation (#P16000042719) (hereinafter referred to as "Crestway"), and Blue Sky Mining Company, Inc., a Kansas corporation (#2930436) (hereinafter referred to as "BSMC").

W I T N E S S E T H :

WHEREAS, Crestway is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on January 11, 2016 and is currently in good standing; and

WHEREAS, BSMC is a corporation duly organized and existing under the laws of the State of Kansas, having been incorporated on October 9, 2000 and is currently in good standing; and

WHEREAS, Crestway has an authorized capitalization of 100,000 shares of Common Stock with a par value of \$1.00 per share, of which 20,000 shares are issued and outstanding as of the date of this Agreement; and

WHEREAS, BSMC has an authorized capitalization of 1,000 shares of Common Stock with no par value per share, of which 100 shares are issued and outstanding as of the date of this Agreement; and

WHEREAS, the respective Boards of Directors of Crestway and BSMC deem it advisable for the general welfare and advantage of the respective corporations and their respective stockholders that Crestway and BSMC merge into a single corporation pursuant to this Agreement and pursuant to the applicable laws of the States of Kansas and Florida, whereby the outstanding stock of BSMC would be converted on the terms herein set forth; and

WHEREAS, the sole shareholder for Crestway is currently BSMC, and is in approval of this Agreement and Plan of Merger; and

WHEREAS, the sole shareholder for BSMC is Mark Rouleau, an officer and sole member of the Board of Directors is in approval of this Agreement and Plan of Merger; and

NOW THEREFORE, in consideration of the mutual agreements and conditions herein contained, Crestway and BSMC hereby agree each with the other, in accordance with the applicable laws of the States of Kansas and Florida, that BSMC be merged with and into Crestway. Crestway shall be the surviving corporation, the name of which shall remain the same (and which in its capacity as such surviving corporation is sometimes hereinafter referred to as "Surviving Corporation"), and the terms and conditions of the merger and the mode of carrying it into effect are and shall be as follows:

GR

1. Effective Date; Filing Date.

When this Agreement shall have been authorized, adopted, approved, signed, acknowledged, filed and recorded in accordance with the laws of the State of Kansas, the separate existence of BSMC shall cease and it shall be merged into Crestway. The date on which such recording and filing have been completed shall be known as the "Effective Date." Crestway and BSMC shall agree upon the date on which this Agreement shall be submitted for filing in the States of Kansas and Florida, but such submission shall take place with reasonable promptness after the due adoption of this Agreement by the respective stockholders of Crestway and BSMC.

2. Governing Law; Certificate of Incorporation; By-Laws.

The Laws which are to govern the Surviving Corporation are the laws of the State of Florida. The Certificate of Incorporation of Crestway as in effect on the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Date. In addition, the Surviving Corporation reserves the right to amend its Certificate of Incorporation in accordance with the laws of the State of Florida. The By-Laws of the Surviving Corporation as in effect on the Effective Date shall be the By-Laws of the Surviving Corporation until changed or amended as provided therein.

3. Manner of Converting Shares.

The mode of carrying the merger into effect and the manner and basis of converting the shares of BSMC and Crestway are as follows:

- a. Each of the 1,000 shares of Common Stock of BSMC shall be cancelled without compensation to the sole shareholder Mark Rouleau.
- b. Each share of Common Stock of Crestway shall remain in its current form with the new sole shareholder being Mark Rouleau.

4. Effect of Merger.

- a. The name of the Surviving Corporation shall be "Crestway, Inc."
- b. Upon the merger becoming effective, all the rights, privileges, immunities, powers and franchises and all property and assets of every kind and description of BSMC and Crestway, including without limitation, patents, trademarks, trade names, names, licenses and registrations, and the goodwill relating to any of the foregoing, shall be vested in and be held and enjoyed by the Surviving Corporation, without further act or deed, and all the estates and interests of every kind of BSMC and Crestway including all debts due to either of them on whatever accounts, shall be effectually the property of the Surviving Corporation as they were of Crestway and BSMC and the title to any real estate vested by deed or otherwise in either Crestway or BSMC shall not revert or be in any way impaired

by reason of the merger. All rights of creditors and all liens upon any property of Crestway and BSMC shall be preserved unimpaired and all debts, liabilities and duties of Crestway and BSMC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5. Representations and Warranties by BSMC.

BSMC represents and warrants that:

- a. BSMC is, and on the Effective Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas, and has the corporate power and authority to carry on its business and to own and lease its properties as and in the places where such business is now conducted and such properties are now owned, leased or operated.
- b. The Board of Directors of BSMC duly approved this Agreement and authorized and approved the performance by BSMC of all acts and transactions contemplated hereby on the terms and conditions herein set forth.
- c. The authorized capital stock of BSMC consists of 1,000 shares of Common Stock, \$1.00 par value, of which 100 shares, none of which are held in treasury, have been validly issued and are outstanding. All shares of BSMC outstanding are fully paid and non-assessable. No other classes of capital stock of BSMC are presently authorized or issued, and there is, and through and including the Effective Date there will be no agreement of any kind whereby any person has any right to acquire any of BSMC's un-issued stock.
- d. Except as referred to herein, the execution and carrying out of this Agreement will not conflict with or result in any breach of any of the terms, conditions, or provisions of or constitute a default under, or result in the creation of any lien, charge, or encumbrance upon any of the properties or assets or outstanding stock of BSMC pursuant to any corporate charter, by-law, indenture, mortgage, lease or any other agreement or instrument to which BSMC is a party or by which it is bound. The execution and carrying out of this Agreement does not violate any provision or law.
- e. The representations and warranties made in this Section 5 will be correct in all material respects on and as of the Effective Date and with the same force and effect as if such representations and warranties were made on the Effective Date.

6. Representations and Warranties of Crestway.

Crestway represents and warrants that:

- a. Crestway is, and on the Effective Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business and to own or lease

its properties as and in the places where such business is now conducted and such properties are now owned, leased or operated. Crestway is not qualified to do business in any state other than Florida and the ownership of real property or the nature of the business conducted by it does not require qualification to do business in any other jurisdiction.

- b. The Board of Directors of Crestway duly approved the Agreement and authorized and approved the performance by Crestway of all acts and transactions contemplated hereby on the terms and conditions herein set forth.
- c. The authorized capital stock of Crestway consists of 1,000 shares of Common Stock, with no par value, 1,000 shares of which have been validly issued and are outstanding and none of which are held in treasury. All shares of Crestway are fully paid and non-assessable. No other classes of capital stock of Crestway are presently authorized or issued, and there is and through and including the Effective Date there will be, no agreement of any kind whereby and person has any right to acquire any of Crestway's unissued stock.
- d. No additional shares of Crestway stock will be authorized, issued, or reissued prior to the Effective Date.
- e. Except as referred to herein, the execution and carrying out of this Agreement will not conflict with or result in any breach of any terms, conditions, or provisions of or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets or outstanding stock of Crestway pursuant to any corporate charter, by-law, indenture, mortgage, lease or any other agreement or instrument to which Crestway is a party or by which it is bound. The execution and carrying out of this Agreement does not violate any provision or law.
- f. The representations and warranties made in this Section 6 will be correct in all material respects on and as of the Effective Date and with the same force and effect as if such representations and warranties were made on the Effective Date.

7. Conditions Precedent to Obligations of Crestway.

Crestway need not consummate the merger unless the following conditions are fulfilled: All the terms, covenants and conditions of this Agreement to be complied with and performed by BSMC on or before the effective date shall have been fully complied with and performed in all material respects and the representations, warranties and agreements of BSMC contained herein shall be true on and as of the Effective Date with the same effect as though all such representations, warranties and agreements had been made on and as of that date.

8. Conditions Precedent to Obligations of BSMC.

BSMC need not consummate the merger unless the following conditions shall be fulfilled:

- a. All the terms, covenants, and conditions of this Agreement to be complied with and performed by Crestway on or before the Effective Date shall have been fully

complied with and performed in all material respects and the representations, warranties, and agreements of Crestway contained herein shall be true on and as of the Effective Date with the same effect as though all such representations, warranties and agreements had been made on and as of that date.

- b. Crestway stockholders shall have approved and authorized the transactions contemplated by this Agreement to the extent required by Florida or Kansas Law.

9. Termination.

Anything herein to the contrary notwithstanding, this Agreement may be terminated at any time before the Effective Date, but only as follows:

- a. by the mutual consent of Crestway and BSMC, or
- b. by Crestway or BSMC if the transactions contemplated by this Agreement have not been consummated by December 31, 2018.

10. General Provisions.

- a. BSMC hereby agrees, to the extent permitted by law, from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to, and possession of, any property of BSMC acquired or to be acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purpose hereof, and the proper officers and directors of BSMC and the proper officers and directors of the Surviving Corporation are hereby authorized, in the name of BSMC or otherwise, to take any and all such action.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns, provided that neither BSMC nor Crestway shall assign any of its rights or privileges hereunder without the prior written consent of the other.
- c. Any notice, request or instruction or other documents to be given hereunder by either party to the other party hereto shall be in writing and shall be delivered personally or sent via certified mail if to Crestway attention Mark Rouleau, President, 1812 Ascott Road, North Palm Beach, Florida 33408 and if to BSMC, attention Mark Rouleau, President, 1812 Ascott Road, North Palm Beach, Florida 33408, or to such other address as may be designated by written notice.
- d. The parties may, by written agreement may extend the time for the performance of any of the obligations or other acts to the parties hereto, waive any inaccuracies in the representations contained in this Agreement, and waive compliance with or modify any of the covenants contained in this Agreement and waive or modify

performance of any of the obligations of either of the parties hereto. Any agreement on the part of BSMC or Crestway for such extension, modification or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if authorized by the President of BSMC or Crestway as the case may be.

- e. This Agreement and the documents pursuant hereto contain the entire agreement between the parties with respect to the merger contemplated herein and supersede any and all prior agreements or understandings between the parties hereto relating to the subject matter hereof.
- f. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

Blue Sky Mining Company, Inc.
(a Kansas Corporation #2930436)

By: 
Mark Rouleau, President

Crestway, Inc.
(a Florida Corporation #P16000042719)

By: 
Mark Rouleau, President

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Mark Rouleau certifies that:

1. He is the President and Secretary of Blue Sky Mining Company, Inc. a Kansas Corporation #2930436.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and Shareholders of Blue Sky Mining Company, Inc.
3. The Shareholder approval was the holders of 100% of the outstanding shares of Blue Sky Mining Company, Inc.
4. There is only one class of shares of Blue Sky Mining Company, Inc. and the number of shares outstanding is One Hundred (100).

I declare under the penalty of perjury under the laws of the State of Kansas that the matters set forth in this certificate are true and correct.

Date: 7/11/18

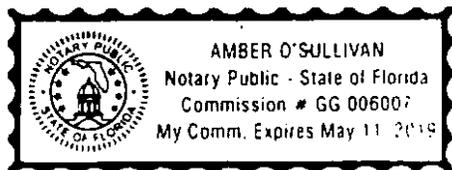
By: 
Mark Rouleau, President & Secretary
Blue Sky Mining Company, Inc.

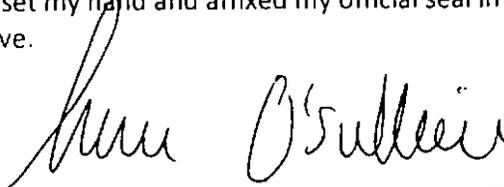
STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, on this 11 day of July, 2018, appeared Mark Rouleau to me personally known, who being duly sworn, did say and presented identification that he is the person described and acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State the day and year last written above.




NOTARY PUBLIC

My Commission Expires: May 11th, 2019



I hereby certify this to be a true and correct copy of the original on file
Certified on this date: July 26, 2018
KRIS W. KOBACH
Secretary of State 