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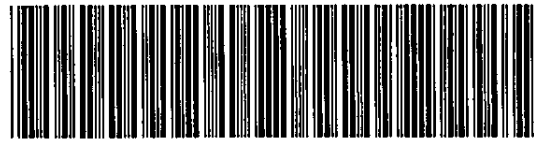
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** NOVAK & POWELL FINANCIAL SERVICES, 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:

RUSTY SPOOR

Contact Person

SPOOR LAW, P.A.

Firm/Company

111 2ND AVENUE NE, SUITE 1600

Address

ST. PETERSBURG, FLORIDA 33701

City/State and Zip Code

david@novakpowell.com

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

For further information concerning this matter, please call:

Rusty Spoor

Name of Contact Person

At ( 727 ) 822-4355

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  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
**OF**  
**NOVAK & POWELL FINANCIAL SERVICES, INC.**  
**INTO**  
**NOVAK & POWELL FINANCIAL SERVICES, INC.**

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**Under Section 607.1105, Florida Statutes**

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names of the corporations which are parties to the merger are NOVAK & POWELL FINANCIAL SERVICES, INC., a Florida corporation, and NOVAK & POWELL FINANCIAL SERVICES, INC., a Colorado corporation. The surviving corporation is NOVAK & POWELL FINANCIAL SERVICES, INC., and it is to be governed by the laws of the State of Florida.


**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

**THIRD:** The Agreement and Plan of Merger was duly adopted by the all of the stockholders of each of the entities as of the 27<sup>th</sup> day of December, 2016.

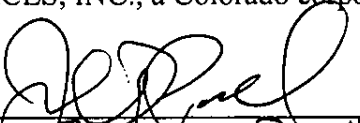
**FOURTH:** The effective date of the merger shall be as of January 1, 2017.

**IN WITNESS WHEREOF**, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 27<sup>th</sup> day of December, 2016.

NOVAK & POWELL FINANCIAL  
SERVICES, INC., a Florida corporation

By:   
Name: David Novak  
Title: Principal

NOVAK & POWELL FINANCIAL  
SERVICES, INC., a Colorado corporation

By:   
Name: Joshua P. Powell  
Title: Principal

# ***EXHIBIT "A"***

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 27<sup>th</sup> day of December, 2016 (this "Agreement"), is made and entered into by and between **NOVAK & POWELL FINANCIAL SERVICES, INC.**, a Colorado corporation (the "TERMINATING CORPORATION"), and **NOVAK & POWELL FINANCIAL SERVICES, INC.**, a Florida corporation (the "SURVIVING CORPORATION"). The TERMINATING CORPORATION and the SURVIVING CORPORATION being sometimes referred to herein as the "Constituent Companies".

### **WITNESSETH:**

**WHEREAS**, the TERMINATING CORPORATION is a corporation duly organized under the laws of the State of Colorado, having authorized capital stock of 50,000 shares of no par value common stock; and

**WHEREAS**, the SURVIVING CORPORATION is a corporation duly organized under the laws of the State of Florida, having authorized capital stock of 50,000 shares of no par value common stock; and

**WHEREAS**, the Board of Directors of each of the Constituent Companies deem it advisable for the general welfare of such Constituent Companies and their shareholders that the TERMINATING CORPORATION be merged into the SURVIVING CORPORATION, which SURVIVING CORPORATION shall be the surviving corporation, and that the name of the SURVIVING CORPORATION will be **NOVAK & POWELL FINANCIAL SERVICES, INC.**; and

**WHEREAS**, for federal income tax purposes, it is intended that the merger shall qualify as a reorganization in accordance with the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended;

**NOW, THEREFORE**, the Constituent Companies hereby agree that **THE TERMINATING CORPORATION** shall be merged with and into the SURVIVING CORPORATION in accordance with the applicable laws of the State of Florida and the State of Colorado and the terms and conditions of the following Agreement and Plan of Merger:

### **ARTICLE I**

#### **The Constituent Companies**

The names of the Constituent Companies to the merger are **NOVAK & POWELL FINANCIAL SERVICES, INC.** (Colorado ID Number 19871502863) and **NOVAK & POWELL FINANCIAL SERVICES, INC.** (Florida Document No. P16000100149).

### **ARTICLE II**

#### **The Merger**

On the Effective Date (as hereinafter defined), the TERMINATING CORPORATION shall be merged with and into the SURVIVING CORPORATION (the "Merger"), upon the

terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of the Colorado Corporation Code (Colorado Revised Statutes 2013 Title 7) (the "Colorado Act"), and the Florida Business Corporation Act (Florida Statutes Chapter 607) (the "Florida Act").

### **ARTICLE III**

#### **Effect of Merger**

From and after the filing of the Certificate of Merger in the Offices of the Secretary of State of the State of Colorado and the Secretary of State of the State of Florida in accordance with Article VII hereof, the Constituent Entities shall be a single corporation which shall be the SURVIVING CORPORATION, taking the name of NOVAK & POWELL FINANCIAL SERVICES, INC. From and after such filing, the separate existence of the TERMINATING CORPORATION shall cease, while the existence of the SURVIVING CORPORATION shall continue unaffected and unimpaired,. The SURVIVING CORPORATION shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation under the Florida Act. The SURVIVING CORPORATION shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the SURVIVING CORPORATION without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING CORPORATION shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the SURVIVING CORPORATION may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by such Merger.

### **ARTICLE IV**

#### **Articles of Incorporation and Bylaws; Officers and Directors**

The Articles of Incorporation and Bylaws of the SURVIVING CORPORATION shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

### **ARTICLE V**

#### **Treatment of Shares of Constituent Corporations**

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the shares of Common Stock of each of the Constituent Corporations currently held by the Shareholders of those corporations shall be treated in the following manner:

1. Each share of the Common Stock of the SURVIVING CORPORATION issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, continue to be the same shares of Common Stock and each shareholder of the SURVIVING CORPORATION shall own the same stock in the same amounts as each shareholder owned immediately prior to the filing of the Certificate of Merger.

2. Each share of the Common Stock of the TERMINATING CORPORATION issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled, and no cash, securities or other property shall be issued in respect thereof. Each record holder of an outstanding certificate or certificates which represent shares of the TERMINATING CORPORATION shall surrender such certificates pursuant to this Agreement and Plan of Merger.

#### **ARTICLE VI**

##### **Surrender of Certificates**

Each holder of an outstanding certificate or certificates which represent shares of the TERMINATING CORPORATION Common Stock immediately prior to the Merger shall surrender such certificate or certificates for cancellation pursuant to this Agreement and Plan of Merger.

#### **ARTICLE VII**

##### **Further Assurance**

If at any time after the Effective Date the SURVIVING CORPORATION shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING CORPORATION, according to the terms hereof, the title to any property or rights of the TERMINATING CORPORATION, the last acting officers and Directors of the TERMINATING CORPORATION, as the case may be, or the corresponding officers or Directors of the SURVIVING CORPORATION shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING CORPORATION, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

#### **ARTICLE VIII**

##### **Approvals by Board of Directors and Shareholders**

This Agreement and Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation, and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by Florida Law. If duly adopted by the requisite vote, Articles of Merger meeting the requirements of Florida Law shall be filed immediately in the appropriate office in the State of Florida.

**ARTICLE IX**  
**Effective Date**

The Merger of the TERMINATING CORPORATION into the SURVIVING CORPORATION shall become effective January 1, 2017, upon the filing of the Certificate of Merger in accordance with the Act. The date on which the Merger shall become effective is herein called the "Effective Date".

**ARTICLE X**  
**Covenants of the TERMINATING CORPORATION**

The TERMINATING CORPORATION covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XI**  
**Covenants of the SURVIVING CORPORATION**

The SURVIVING CORPORATION covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XII**  
**Termination**

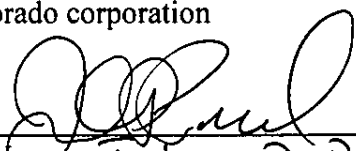
Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

**ARTICLE XIII**  
**Counterparts**


This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

**NOVAK & POWELL FINANCIAL  
SERVICES, INC.,**  
a Colorado corporation

By:   
Print Name: Joshua D. Powell  
Print Title: Principal

**NOVAK & POWELL FINANCIAL  
SERVICES, INC.,**  
a Florida corporation

By:   
Print Name: David Novak  
Print Title: Principal