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Division of Corporations

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Page 1 of 2

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MERGER OR SHARE EXCHANGE
NEW CO EMERY THOMPSON, INC.

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Merger

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Division of Corporations
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**ARTICLES OF MERGER
 OF
 EMERY THOMPSON MACHINE & SUPPLY CO.,
 a New York corporation,
 INTO
 NEW CO EMERY THOMPSON, INC.,
 a Florida corporation**

FILED
 2017 FEB 27 AM 10:07
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Articles of Merger between EMERY THOMPSON MACHINE & SUPPLY CO., a New York corporation ("Emery") and NEW CO EMERY THOMPSON, INC., a Florida corporation ("NEW CO").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Emery and NEW CO adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated February 10, 2017 ("Plan of Merger") between Emery and NEW CO was approved and adopted by the shareholders of Emery and NEW CO on February 10, 2017.
2. Under the Plan of Merger, all issued and outstanding shares of Emery's stock will be acquired by means of a merger of Emery into NEW CO with NEW CO the surviving corporation ("Merger").
3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on February 28, 2017.

IN WITNESS WHEREOF, the parties have set their hands on this 27th day of February, 2017.

ATTEST:

(Corporate Seal)

EMERY THOMPSON MACHINE &
 SUPPLY CO., a New York
 corporation

By: [Signature]
 Steven Thompson, President

Signatures continue on next succeeding page

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02/27/2017 14:35 HPQS

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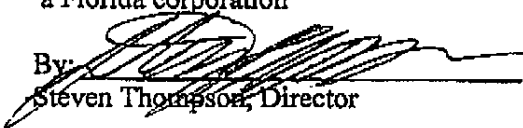
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(Corporate Seal)

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NEW CO EMERY THOMPSON, INC.,
a Florida corporation

By: 
Steven Thompson, Director

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Exhib. 7 "A"

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PLAN OF MERGER

PLAN OF MERGER dated as of February 10, 2017, by and between Emery Thompson Machine & Supply Co., a New York corporation ("EMERY"), and NEW CO EMERY THOMPSON, INC., a Florida corporation ("NEW CO") ("Merger").

WHEREAS, EMERY and NEW CO each are organized and in good standing under the laws of the State of New York and the State of Florida, respectively; and

WHEREAS, the members of the Boards of Directors of EMERY and NEW CO have recommended that the goals of each corporation would be most effectively achieved if the two corporations were to merge; and

WHEREAS, the Boards of Directors of EMERY and NEW CO have considered that the goals of each corporation would be most effectively achieved if the two corporation were to merge; and

WHEREAS, the Boards of Directors of the two corporations, in considering the shared interests of EMERY and NEW CO and the efficiencies to be gained by combining the two corporations into one entity, deem it advisable and in the best interests of each that EMERY be merged with and into NEW CO, and have adopted resolutions approving this Plan of Merger and authorizing that it be submitted to their respective members for approval.

NOW, THEREFORE, to effect the Merger and in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

1. Name of Corporations Involved: Survivor. The name of each corporation that will merge is Emery Thompson Machine & Supply Co. and NEW CO EMERY THOMPSON, INC. NEW CO EMERY THOMPSON, INC. will be the survivor of the Merger.

2. Shares Outstanding. EMERY has four hundred (400) shares of no par value common stock outstanding. Each share of common stock is entitled to one vote. NEW CO has four hundred (400) shares of no par value common stock outstanding. Each share of common stock is entitled to one vote.

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3. Terms and Conditions of the Merger.

a) Upon the Effective Date of the Merger, EMERY shall be merged with and into NEW CO. NEW CO shall be the surviving corporation, pursuant to the procedural provisions set forth in paragraph 10 hereof. The corporate existence of NEW CO with all of its purposes, powers and objects, shall, except as provided herein with respect to amendment of NEW CO's Articles of Incorporation and Bylaws, continue unaffected and unimpaired by the Merger.

b) Upon the Effective Date of the Merger, the separate corporate existence of EMERY shall cease, and thereupon EMERY and NEWCO shall be a single corporation, and such surviving corporation shall be governed by the laws of the State of Florida.

4. Vesting of Assets and Liabilities of EMERY in NEWCO.

a) Upon the Effective Date of the Merger, all rights, immunities, privileges, powers and franchises of the two corporations, both of a public and a private nature, all property, real, personal and mixed, all debts due on account, and all other things belonging to the two associations and all and every other interest, shall vest in NEW CO without further act or deed as effectually as they were vested in the former corporations, and NEW CO shall thenceforth assume and be responsible for all debts, liabilities, obligations and duties of each of the corporations and all debts, liabilities, obligations and duties shall thenceforth attach to NEW CO and may be enforced against it to the same extent as if said debts, liabilities, obligation and duties had been incurred or contracted by it, but the liabilities of each corporation or of their directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the two corporations, and all rights of creditors of the two corporations shall be preserved unimpaired, and any action or proceedings pending by or against any of the two corporations may be prosecuted to judgment the same as if the Merger had not taken place, which judgment shall bind NEW CO, or NEW CO may be proceeded against or substituted in its place.

b) If at any time after the Effective Date of the Merger NEW CO shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise,

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in NEW CO the title to any property or rights of EMERY acquired or to be acquired by reason of, or as a result of, the Merger, EMERY and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in NEW CO and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of NEW CO and the proper officers and directors of EMERY are fully authorized in the name of EMERY or otherwise to take any and all such action.

5. Name. Upon the Effective Date of the Merger the name of the surviving corporation shall be amended to be EMERY THOMPSON MACHINE & SUPPLY CO., a Florida corporation.

6. Articles of Incorporation. Except as to those changes required to fulfill the provisions of Paragraph 5 above, the Articles of Incorporation of NEW CO shall continue to be the Articles of Incorporation of NEW CO.

7. Bylaws. Except as to those changes required to fulfill the provisions of Paragraph 5 above, the Bylaws of NEW CO shall continue to be the Bylaws of NEW CO until the same shall hereafter be altered, amended or repealed from time to time in accordance with law, the Articles of Incorporation of NEW CO and said Bylaws.

8. Directors of Surviving Corporation.

a) On and after the Effective Date of the Merger, the sole members of the Board of Directors of NEW CO for the year 2017 shall be Steven Thompson and Paula Thompson. The number and manner of electing directors of NEW CO in years beyond 2017 shall be as set forth in the Bylaws of NEW CO.

9. Officers of Surviving Corporation. On and after the Effective Date of the Merger, Steven Thompson shall be President of NEW CO, and Paula Thompson shall be Treasurer and Secretary of NEW CO. The manner of electing officers of NEW CO in years 2017 and beyond shall be as set forth in the Bylaws of NEW CO.

10. Shareholders and Conversion of Stock.

a) All shareholders of NEW CO shall continue to be shareholders of the Surviving Corporation on the Effective Date of the Merger.

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b) Each share of EMERY stock shall be automatically converted into, and become exchangeable for, one share of validly issued, fully paid and non-assessable common stock, without par value, of NEW CO. Upon receipt of each certificate of a share of stock in EMERY, NEW CO shall issue to the holder of such certificate a certificate representing the shares of stock of NEW CO into which such EMERY stock was converted.

11. Procedural Provisions.

a) Submission to EMERY and NEW CO Boards of Directors and Members.

(i) This Plan of Merger shall comply with the provisions of the New York Business Corporation Law and the Florida Business Corporation Act.

(ii) This Plan of Merger has been or will be submitted to the Boards of Directors and shareholders of EMERY and NEW CO for approval in accordance with New York law and Florida law, respectively.

b) Effective Date of the Merger.

(i) Provided that the shareholders of EMERY and NEW CO shall have approved and adopted this Agreement and Plan of Merger by the vote required by New York law and Florida law, respectively, and provided further that this Agreement and Plan of Merger and a Certificate of Merger shall have been filed and/or recorded in accordance with New York law and Florida law, the Merger shall become effective at 11:59 p.m. on February 28, 2017.

12. Assets, Liabilities, Reserves, Accounts. Upon the Effective Date of the Merger, the assets, liabilities, reserves and accounts of EMERY shall be taken upon the books of NEW CO.

13. Corporate Acts of NEW CO. All corporate acts, plans and policies of EMERY, its shareholders, Board of Directors, committees, officers and agents, to the extent not inconsistent with the acts, plans or policies of NEW CO, which were valid and effective immediately prior to the Effective Date of the Merger shall be taken for all purposes as the acts, plans and policies of NEW CO, and shall be as effective and binding thereon as the same were with respect to EMERY.

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14. Termination.

a) This Plan of Merger shall be considered terminated and abandoned in the event that it is not approved by the shareholders of EMERY and NEW CO.

b) In the event of the termination and abandonment of this Plan and the Merger, this Plan shall become void and have no effect and there shall be no liability on the part of the two corporations, their members, directors or officers in respect thereof.

15. Governing Law. This Agreement and Plan of Merger shall be construed in accordance with the laws of New York.

16. Notice of Material Facts. EMERY and NEW CO shall immediately give to the other notice of any claim, event or transaction that would or does materially and adversely affect its business, properties, operations or financial condition. Any notice required hereunder shall be given by facsimile and certified mail to the president of each corporation at his or her office address.

17. Cooperation in Carrying Out Agreement. EMERY and NEW CO agree to cooperate in carrying out the provisions of this Plan of Merger to the end that the Merger contemplated herein may be duly consummated, and, until such consummation, to carry on business and conduct their affairs in, and only in, the usual and customary manner.

18. No Rights or Remedies in Third Parties. Except as otherwise expressly provided in this Plan of Merger, nothing herein expressed or implied is intended, or shall be construed, to confer upon or give any person, firm or corporation other than EMERY and NEW CO and their respective shareholders any rights or remedies under or by reason of this Plan of Merger.

19. Execution of Counterparts. This Plan of Merger may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement and Plan of Merger.

20. Entire Agreement. This Plan of Merger supersedes all prior merger agreements, written or oral, between EMERY and NEW CO as of the date of execution hereof. This Plan of Merger shall constitute the entire agreement between the parties and

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shall not be modified except by a further agreement in writing executed by authorized representatives of both parties.

21. Severability. In the event that, for any reason, any provision of this Plan of Merger is construed to be invalid, the invalidity of such provision is not to be considered or held to impair or invalidate any other provision of this Plan of Merger unless a failure of consideration would result thereby.

22. Filing of Required Documents. The parties hereby agree to file in a timely manner such documents as are required, in the opinion of counsel, to be filed with any governmental authority.

IN WITNESS WHEREOF, each of the undersigned has signed his name this 10 day of February, 2017, and by such act affirms under the penalty of perjury, as to the corporation for which he is signing, that this instrument constitutes the act and deed of such corporation and that the facts stated herein are true.

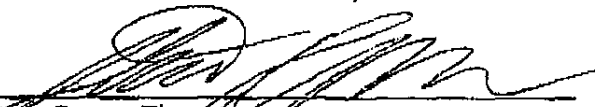
EMERY THOMPSON MACHINE & SUPPLY CO.

By 

Name: Steven Thompson

Title: President and Chief Executive Officer

NEW CO EMERY THOMPSON, INC.

By 

Name: Steven Thompson

Title: President

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