

P18000089046

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

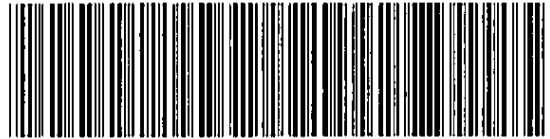
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Merger* pursuant to section 607.1105, Florida Statutes, when two or more entities merge. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

The document must be typed or printed and must be legible.

PLEASE NOTE: The term 'domestic' when used in this document is referring to a 'Florida' entity.

Pursuant to section 607.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

Filing Fee ✓ **\$35.00 for each merging and \$35 for each surviving entity** (Includes a letter of acknowledgment) ✓

Certified Copy (optional) **\$8.75**

\$70

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

Mailing Address:

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

Street Address:

Amendment Section ✓
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

For further information, you may contact the Amendment Section at (850) 245-6050.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **Absolute Building Solutions, Inc.**

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michael Eric Christiansen

Contact Person

Mastriana & Christiansen PA

Firm/Company

1500 North Federal Hwy

Address

Ft. Lauderdale FL 33304

City/State and Zip Code

mike@m-c-law.com

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

For further information concerning this matter, please call:

Mike Christiansen

Name of Contact Person

At (**954**) **397-9550**

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

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 entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Absolute Building Solutions Inc.	FL	Corp	P18000089046

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Absolute Perfection Construction Group Inc.	FL	Corp	P22000011650

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

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FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☐ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.

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.

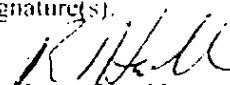
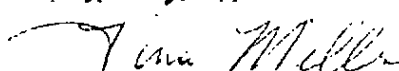
NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Absolute Building Solutions, Inc

Absolute Perfection Construction Group, Inc

Signature(s):

Typed or Printed
Name of Individual:

Robert Hall

Tina Miller

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

ARTICLES OF MERGER

This Merger Agreement (the "Agreement") is entered into as of by and between Absolute Building Solutions Inc., a corporation organized and existing under the laws of Florida with its principal place of business at 18522B, Hudson FL 34667 ("Solutions"), and Absolute Perfection Construction Group Inc., a corporation organized and existing under the laws of Florida with its principal place of business at 18720 Wildlife Trail, Springhill FL 34610 ("Perfection").

WHEREAS, Solutions desires to acquire Perfection through a merger transaction, with Solutions being the surviving company (the "Merger"); and

WHEREAS, Perfection is willing to merge with Solutions, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Solutions and Perfection hereby agree as follows:

1. Merger Transaction

- 1.1 Merger Structure: Solutions and Perfection shall effect the Merger in accordance with the applicable laws of Florida such that Solutions shall be the surviving company and Perfection shall be merged into Solutions (the "Merger").
- 1.2 Record Effective Date and Internal Effective Date: The Record Effective Date shall be the date this document is filed with the Florida Secretary of State. The Internal Effective Date of the Merger shall be, notwithstanding anything to the contrary contained herein or elsewhere, January 1, 2023, inasmuch as this Agreement approves, ratifies and confirms the course of dealings between the parties which has occurred consistently since that date.
- 1.3 Merger Consideration: As consideration for the Merger, Solutions will take ownership and control of Perfection's assets and operations and assume Perfection's past and current debts and liabilities.
- 1.4 Integration: Perfection shall be fully absorbed and integrated into Solutions and the separate legal existence of Perfection shall cease as at the Effective Date.

2. Representations and Warranties

2.1 Representations and Warranties of Solutions: Solutions represents and warrants that it is duly organized and validly existing under the laws of Florida and it has the authority to enter into and perform its obligations under this Agreement.

2.2 Representations and Warranties of Perfection: Perfection represents and warrants that it is duly organized and validly existing under the laws of Florida and it has the authority to enter into and perform its obligations under this Agreement.

3. Conditions Precedent

3.1 Shareholder Approval: The Merger shall be subject to the approval of the shareholders of both Solutions and Perfection, as required by the laws of Florida, and any other necessary regulatory approvals.

3.2 Other Conditions: The completion of the Merger shall be subject to the satisfaction of other customary conditions, including the execution of ancillary agreements, the absence of any material adverse change, and the receipt of required consents, licenses, or permits.

4. Confidentiality

4.1 Parties to Maintain Confidentiality: Each party shall keep confidential any non-public information received from the other party in connection with this Agreement, except as required by applicable laws or regulations or as mutually agreed in writing.

5. Termination

5.1 Termination Rights: Either party may terminate this Agreement by giving written notice to the other party if any of the conditions precedent to the Merger are not satisfied within five calendar days from the Effective Date.

6. Miscellaneous

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Florida.

6.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, or agreements.

6.3 Amendment: This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Absolute Building Solutions, Inc

BY: Robert Hall

Name: R Hall

Title: Owner

Date: 12/4/2023

Absolute Perfection Construction Group, Inc

BY: Tina Miller

Name: Tina Miller

Title: Owner

Date: 12/4/2023