

Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

GSLD, INC.

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April 1, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GSLD, INC.
205 SONATA DR.
JUPITER, FL 33478US

SUBJECT: GSLD, INC.
REF: P19000015551

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

ON THE FIRST PAGE OF THE MERGER, PLEASE CORRECT THE MASSACHUSETTS ENTITY NAME TO INCLUDE LTD.

UNDER THE FIRST CATEGORY, IT MUST STATE THAT GSLD, INC. IS A FLORIDA CORPORATION FOR ITS' JURISDICTION.

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.

Susan Tallent
Regulatory Specialist II

FAX Aud. #: H19000105392
Letter Number: 819A00006406

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: GSLD, Inc., a Florida corporation

Name of Surviving Party

Please return all correspondence concerning this matter to:

Gary J. Cohan, Esq.

Contact Person

Cohen Norris Wolmer Ray Telepman Cohen

Firm/Company

712 U.S. Highway One, Suite 400

Address

North Palm Beach, FL 33408

City, State and Zip Code

gjc@fcohenlaw.com

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

For further information concerning this matter, please call:

Gary J. Cohan

at (561) 844-360

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER
OF
GSLD, INC., a Florida Corporation 919000015551
AND
W.C. AND ASSOCIATES, LTD., a Massachusetts Corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: GSLD, Inc., A Florida corporation, is the Surviving Corporation.

SECOND: The name and jurisdiction of the Merging Corporation is W.C. and Associates, LTD., a Massachusetts corporation.

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the later of March 31, 2019 and the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the directors and shareholders of the Surviving Corporation on March 27, 2019.

SIXTH: The Plan of Merger was adopted by the directors and shareholders of the Merging Corporation on March 27, 2019.

SEVENTH: The Plan of Merger has been duly authorized by all action required by the laws of the States of Florida and Massachusetts and by the Articles of Incorporation and by-laws of each constituent corporation.

IN WITNESS WHEREOF, these Articles of Merger have been executed by each of the constituent corporations, as of March 27, 2019.

SURVIVING CORPORATION:

GSLD, INC.
a Florida corporation

By: Wayne Colahan
Wayne Colahan, President

MERGING CORPORATION:

W.C. and Associates, LTD.
a Massachusetts corporation

By: Wayne Colahan
Wayne Colahan, President

FILED

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of March 27, 2019 ("Agreement"), by and among **GSLD, Inc.**, a Florida corporation (the "Surviving Corporation"), and **W.C. and Associates, LTD**, a Massachusetts corporation ("WCA")

ARTICLE I

THE MERGER

Section 1.01 The Merger. Articles of Merger and a certificate of merger (the "Articles of Merger") providing for the merger of WCA with and into the Surviving Corporation (the "Merger") shall be duly prepared, executed and filed as promptly as practicable by WCA and the Surviving Corporation, in accordance with the relevant provisions of the Florida Business Corporation Act (the "FBCA") and Massachusetts Business Corporation Act (the "MBCA") and the parties hereto shall take any other actions required by law to make the Merger effective.

Following the Merger, the Surviving Corporation, with all its purposes, objects, rights, privileges, powers and franchises, shall continue, and WCA shall cease to exist. The Surviving Corporation shall continue its existence under the name "GSLD, INC." The time the Merger becomes effective is referred to herein as the "Effective Time."

Section 1.02 Effects of the Merger. The Merger shall have the effects set forth in the FBCA and the MBCA.

Section 1.03 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall continue in force and shall not be amended.

Section 1.04 Directors. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their successors shall have been duly elected or appointed and shall have qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

Section 1.05 Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of any person, each issued and outstanding share of common stock of WCA shall be converted into one fully paid and nonassessable share of common stock of the Surviving Corporation. Each issued and outstanding share of common stock of the Surviving Corporation shall remain issued, outstanding and unchanged.

Section 1.06 Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a "plan of reorganization" for the purposes of Section 368 of the Code.

ARTICLE II

TERMINATION AND AMENDMENT

Section 2.01 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the stockholders of the Surviving Corporation or WCA by mutual consent of WCA and the Surviving Corporation;

Section 2.02 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of the Surviving Corporation or of WCA, but, after any such approval, no amendment shall be made which by law requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida and, to the extent required thereby, the MBCA, without regard to any applicable principles of conflicts of law.

Section 3.02 Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

IN WITNESS WHEREOF, THE SURVIVING CORPORATION and WCA have each caused this Agreement to be signed by its respective officers thereunto duly authorized as of the date first written above.

GSLD, INC.

By: Wayne Colahan
Name: Wayne Colahan
Title: President

W.C. and Associates, LTD

By: Wayne Colahan
Name: Wayne Colahan
Title: President