

P19000026078

(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:

Office Use Only



800333102618

08/15/13

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 AUG 15 PM 2:30

Morgan

AUG 21 2019

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Datavision of Florida, 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:

Kristine M Reighard, Esq

Contact Person

Staack Simms & Reighard PLLC

Firm/Company

900 Drew Street, Suite 1

Address

Clearwater, FL 33755

City/State and Zip Code

kristine@staacklaw.com

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

For further information concerning this matter, please call:

Kristine Reighard

Name of Contact Person

At (727)

441-2635

Area Code & Daytime Telephone Number

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 AUG 15 PM 2:30

☐ 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
DATA VISION, INC. AND DATAVISION OF FLORIDA, INC.**

Pursuant to the provisions of F.S. § 607.1105, the undersigned adopt the following Articles of Merger for the purpose of merging them into Datavision of Florida, Inc.:

1. The parties to these Articles of Merger are identified as follows:

- a. Data Vision, Inc., a New Jersey corporation
8 Bush Farm Lane
Frenchtown, NJ 08825

New Jersey Document/Registration Number: 0100879363
FEI Number: 82-0547218

- b. Datavision of Florida, Inc., a Florida corporation
8 Bush Farm Lane
Frenchtown, NJ 08825

Florida Document/Registration Number: P19000026078
FEI Number: 82-0547218

2. The surviving entity is identified as follows:

Datavision of Florida, Inc., a Florida corporation
8 Bush Farm Lane
Frenchtown, NJ 08825

Florida Document/Registration Number: P19000026078
FEI Number: 82-0547218

3. The attached Plan of Merger was adopted by the board of directors of the surviving corporation on August 2, 2019 and shareholder approval was not required.

4. The attached Plan of Merger was adopted by the board of directors of the merging corporation on August 2, 2019 and shareholder approval was not required.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 AUG 15 PM 2:30

5. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

DATA VISION, INC.

By: Michael M. Steener
Its: President
Date: August 2, 2019

DATA VISION OF FLORIDA, INC.

By: Michael M. Steener
Its: President
Date: August 2, 2019

PLAN OF MERGER

COME NOW Data Vision, Inc., a New Jersey Corporation having an address of 8 Bush Farm Lane, Frenchtown, New Jersey 08825 (hereinafter referred to as "Data Vision") and Datavision of Florida, Inc., a Florida Corporation having an address of 8 Bush Farm Lane, Frenchtown, New Jersey 08825 (hereinafter referred to as "Datavision of Florida") and enter into this Plan of Merger (hereinafter referred to as the "PLAN") to be effective as of the Effective Date set out herein below.

W I T N E S S E T H

WHEREAS, Data Vision and Datavision of Florida have deemed it to be in their mutual best interest to merge one into the other with Datavision of Florida to survive; and

WHEREAS, the shareholders of Data Vision have heretofore properly approved this PLAN; and

WHEREAS, the shareholders of Datavision of Florida have heretofore properly approved this PLAN.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Effective Date. The Effective Date of this PLAN shall be that date on which the Articles of Merger are filed with the Secretary of the State of Florida.

3. Surviving Entity. Upon completion of the merger contemplated by this PLAN, Datavision of Florida shall be the surviving entity and Data Vision shall exist only to the extent necessary to wind down its business and to complete this PLAN.

4. Terms and Conditions. It is herewith agreed that, upon the Effective Date:

a. all assets of Data Vision shall be transferred to Datavision of Florida and Datavision of Florida shall assume responsibility for all debts of Data Vision,

b. the day to day business operations of Data Vision shall be assumed by Datavision of Florida,

c. all contracts of Data Vision shall be assumed by Datavision of Florida,
and

d. all employees of Data Vision shall be employees of Datavision of Florida.

5. Completion. Each party shall enter into and execute such documents as may be required to affect the intents and purposes of this PLAN both prior to and post the Effective Date.

6. Conversion of Interests. As of the Effective Date, the Shareholders of Data Vision shall be deemed shareholders of Datavision of Florida and shall own Datavision of Florida in such percentages as they owned Data Vision. For example, a shareholder owning 50% of Data Vision will own 50% of Datavision of Florida. Aside from the transfer of ownership interest as provided herein there shall be no monetary consideration paid to the shareholders of Data Vision. Aside from the transfer of assets to Datavision of Florida, its shareholders/owners shall receive no additional consideration for the merger.

7. Attorney's Fees. In the event that either party seeks to enforce this agreement or to interpret any provision of this agreement, by law or through attorneys at law, or under advice therefrom, the parties agree that all costs including reasonable attorney's fees (including charges for paralegals and others working under the direction or supervision under such attorneys), whether or not suit is brought, and whether occurred in connection with settlement, trial, appeal, bankruptcy or other creditor's proceedings or otherwise, shall be awarded to the prevailing party.

8. Notice. Any and all notices required or contemplated hereunder shall be provided by United States Mail, or hand delivery or via facsimile or via email to the addresses or facsimile numbers of the parties set out elsewhere herein or otherwise provided each to the other. Any notice sent by Mail shall be deemed delivered three (3) days after mailing, notice by any other means shall be deemed delivered upon receipt at the location, facsimile machine or computer.

9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida, and shall be enforced only in a court of competent jurisdiction in

Pinellas County, Florida.

10. Severance. The invalidity or unenforceability of any portion of this Agreement shall in nowise affect the remaining provisions and portions hereof.

11. Binding Effect. This agreement shall bind the successors, heirs and assigns of the parties hereto.

12. Captions. The paragraph captions used throughout this agreement are for the purpose of reference only and are not to be considered in the construction of this agreement or in the interpretation of the rights or obligations of the parties hereto.

13. Time. Time is of the essence to this agreement.

14. Entire Agreement. It is agreed that this document contains the entire agreement between the parties as to the matters herein contained and the agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

15. Counterparts. This Agreement may be executed in counterparts and any such document so executed by any party may be deemed to constitute an original.

IN WITNESS WHEREOF, the undersigned have executed this instrument as below indicated to be effective as of the Effective Date.

DATA VISION, INC. AND ALL
OF ITS SHAREHOLDERS

By: Michael N. McKeever
Michael N. McKeever, President

DATAVISION OF FLORIDA, INC.
AND ALL OF ITS SHAREHOLDERS

By: Michael N. McKeever
Michael N. McKeever, President