

P2000036289

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**MERGER OR SHARE EXCHANGE**

**Extra Mile Consulting Inc.**

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Help

H23000439815 3

**ARTICLES OF MERGER**  
**OF**  
**EXTRA MILE BILLING INC.**  
a Florida corporation  
**WITH AND INTO**  
**EXTRA MILE CONSULTING INC.**  
a Florida corporation

*The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes, to merge the following corporations (the "Merger"):*

**FIRST:** The exact name and jurisdiction of the surviving entity is as follows:

EXTRA MILE CONSULTING INC., a Florida corporation, Florida Document Number P20000036289 (the "Surviving Corporation").

**SECOND:** The exact name and jurisdiction of the merging entity is as follows:

EXTRA MILE BILLING INC., a Florida corporation, Florida Document Number P18000030381 (the "Merging Corporation").

**THIRD:** The Merger is permitted by the laws of the State of Florida and was approved by the Surviving Corporation and the Merging Corporation in accordance with Section 607.1101(1)(b), Florida Statutes, evidenced by the unanimous approval by joint written consent of the directors and the shareholders of the Surviving Corporation and the Merging Corporation pursuant to Sections 607.0704 and 607.0821, Florida Statutes, dated as of December 27, 2023.

**FOURTH:** The Surviving Corporation exists before the Merger and is a domestic filing entity.

**FIFTH:** The Agreement and Plan of Merger attached hereto as Exhibit A was approved by the shareholders and each separate voting group as required.

**SIXTH:** The Merger shall be effective on December 31, 2023 at 11:59 p.m.

*[Signatures hereto contained on following page.]*

H23000439815 3

**IN WITNESS WHEREOF**, each of the constituent corporations has caused these Articles of Merger to be signed in its corporate name and on its behalf by its duly authorized officer as of the 27<sup>th</sup> day of December, 2023.

**THE SURVIVING CORPORATION:**

**EXTRA MILE CONSULTING INC.**, a Florida corporation

/s/ Kathryn L. Marshall

By: \_\_\_\_\_

Name: Kathryn L. Marshall

Title: President

**THE MERGING CORPORATION:**

**EXTRA MILE BILLING INC.**, a Florida corporation

/s/ Kathryn L. Marshall

By: \_\_\_\_\_

Name: Kathryn L. Marshall

Title: President

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H23000439815 3

**EXHIBIT A****AGREEMENT AND PLAN OF MERGER****AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), is entered into as of December 27, 2023, by and between EXTRA MILE CONSULTING INC., a Florida corporation (the "Surviving Corporation"), and EXTRA MILE BILLING INC., a Florida corporation (the "Merging Corporation").

**WHEREAS**, the respective boards of directors and shareholders of the Surviving Corporation and the Merging Corporation have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Corporation, in accordance with the Florida Business Corporation Act (the "Act"), will merge with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation (the "Merger"); and

**WHEREAS**, for U.S. federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, the Merging Corporation shall be merged with and into the Surviving Corporation at the Effective Date (as hereinafter defined). Following the Effective Date, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue as the surviving corporation. The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

2. Effective Date.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute, and file articles of merger (the "Articles of Merger") complying with Section 607.1105 of the Act with the Secretary of State of the State of Florida. The Merger shall become effective at 11:59 p.m. on December 31, 2023 (the "Effective Date").

(b) The Merger shall have the effects set forth in Section 607.1106 of the Act. Without limiting the generality of the foregoing, from the Effective Date, all the properties, rights, privileges, immunities, powers, and franchises of the Merging Corporation shall vest in the Surviving Corporation, as the Surviving Corporation, and all debts, liabilities, obligations, and duties of the Merging

H23000439815 3

Corporation shall become the debts, liabilities, obligations, and duties of the Surviving Corporation, as the Surviving Corporation.

3. Organizational Documents. The bylaws of the Surviving Corporation in effect at the Effective Date shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the Act, and the articles of incorporation of the Surviving Corporation in effect at the Effective Date, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Act.

4. Directors and Officers. The directors of the Surviving Corporation immediately prior to the Effective Date shall be the directors immediately following the Effective Date, and such directors shall hold office until the earlier of their respective death, resignation, or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the Act. The officers of the Surviving Corporation immediately prior to the Effective Date shall be the officers immediately following the Effective Date, and such officers shall hold office until the earlier of their respective death, resignation, or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the Act.

5. Conversion of Securities. At the Effective Date, all outstanding shares of the capital stock of the Merging Corporation shall be cancelled.

6. Entire Agreement. This Agreement, together with the Articles of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any

H23000439815 3

other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

13. Jurisdiction and Venue. The parties acknowledge that a substantial portion of the negotiations, anticipated performance, and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida, West Palm Beach Division. Each party consents to the exclusive jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure, or local rules.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

**THE SURVIVING CORPORATION:**

**EXTRA MILE CONSULTING INC.**, a Florida corporation

/s/ Kathryn L. Marshall

By: \_\_\_\_\_  
Name: Kathryn L. Marshall  
Title: President

**THE MERGING CORPORATION:**

**EXTRA MILE BILLING INC.**, a Florida corporation

/s/ Kathryn L. Marshall

By: \_\_\_\_\_  
Name: Kathryn L. Marshall  
Title: President

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