

P96000085209

TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

300001973143--6  
-10/15/96--01009--004  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

SUBJECT: New Davenport Enterprises, Inc.: Incorporation and subsequent merger.

Enclosed is an original and one (1) copy of Articles of Incorporation, an original and one (1) copy of the Registered Agent Designation, a check for \$ 70.00 (filing fee, and designation of registered agent), an original and one (1) copy of the Agreement of Merger, an original and one (1) copy of the Articles of Merger, and a check for \$ 70.00 (\$35.00 per party).

FROM: Greg A. Betterton, Esq.  
915 South Tamiami Trail  
Nokomis, FL 34275  
(941) 488-4422

FILED  
96 OCT 14 AM 8:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

B. REGISTER OCT 16 1996

**ARTICLES OF INCORPORATION**  
**OF**  
**NEW DAVENPORT, INC.**

**FILED**  
96 OCT 14 AM 8:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THE UNDERSIGNED**, being competent to contract, does subscribe to these Articles of Incorporation and acts as Incorporator for the purpose of forming a corporation for profit under the laws of the State of Florida, and does hereby adopt the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the Corporation shall be **NEW DAVENPORT, INC.**

**ARTICLE II - NATURE OF BUSINESS**

The general nature of the business to be transacted by this Corporation is:

A. To manufacture, purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer or otherwise dispose of, and to invest in, trade in, deal in and with, goods, wares, merchandise, real and personal property, and services of every class, kind and description; except that it is not to conduct a banking, safety deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone or cemetery company, a building and loan association, mutual fire insurance association, cooperative association, fraternal benefit society, state fair or exposition.

B. To conduct business in, have one or more offices in, and buy, hold, mortgage, sell, convey, lease or otherwise dispose of real and personal property, including franchises, patents, copyrights, trademarks and licenses in that State of Florida and in all other states and countries.

C. Contract debt and borrow money, issue and sell or pledge bonds, debentures, notes and other evidence of indebtedness, and execute such mortgages, transfers of corporate property, or other instruments to secure the payment of corporate indebtedness as required.

D. To purchase the corporate assets of any other corporation and engage in the same or other character of business.

E. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of the capital stock of, or any bonds, securities, or other evidence of indebtedness created by any other corporation of the State of Florida or any other State or government, and while owner of such stock, to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

F To engage in any activity or business permitted under the laws of the United States and of this State.

### **ARTICLE III - CAPITAL STOCK**

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is one thousand (1,000) shares of common stock, having a par value of \$1.00 per share.

### **ARTICLE IV - INITIAL CAPITAL**

The amount of capital with which this Corporation shall begin business shall not be less than the sum of \$500.00.

### **ARTICLE V - PREEMPTIVE RIGHTS**

The Corporation shall have the power to create and issue, with or without any connection to the issue and sale of any shares of stock or other securities, rights, warrants or options entitling the holders thereof to purchase from the Corporation any shares of its capital stock of any class or classes, upon such terms and conditions and at such times and prices, but not less than par if such shares have par value, as the Board of Directors may provide and which shall be incorporated in an instrument or instruments evidencing such rights. In the absence of fraud, the judgment of the Directors as to the consideration of the issuance of such rights, warrants or options and the sufficiency thereof shall be conclusive.

### **ARTICLE VI - TERM OF EXISTENCE**

This Corporation is to exist perpetually.

### **ARTICLE VII - INITIAL ADDRESS OF REGISTERED OFFICE AND DESIGNATION OF REGISTERED AGENT**

The street address of the initial registered office of this Corporation in the State of Florida is 5125 Oxford Drive, Sarasota County, Florida. The Board of Directors may from time to time, without amending these Articles, move the registered office to any other address within the State of Florida.

The initial Registered Agent is designated as Larry W. Davenport. The Registered Agent of the Corporation may be changed at any time by a vote of the Board of Directors without an amendment of these Articles.

### **ARTICLE VIII - DIRECTORS**

This Corporation shall have one (1) Directors initially. The number of Directors may be increased or diminished from time to time, by a vote of the then acting Director or Directors by majority rule when approved by the Stockholders, but shall never be less than one (1).

#### **ARTICLE IX - INITIAL DIRECTORS**

The name and street address of the member of the initial Board of Directors is:

Larry W. Davenport  
5125 Oxford Drive  
Sarasota, FL 34242

The above named Director shall hold office for the first year of existence of the Corporation or until successors are elected.

#### **ARTICLE X - SUBSCRIBER**

The name and street address of the undersigned as subscriber to these Articles of Incorporation is: Larry W. Davenport, 5125 Oxford Drive, Sarasota, FL 34242.

The undersigned as subscriber certifies that the stock subscribed for will not be less than the amount of capital with which the Corporation shall begin business.

#### **ARTICLE XI - INDEMNITY OF DIRECTORS AND OFFICERS**

Any person made a party to any action, suit or proceeding by reason of the fact that he, or his or her personal representative, is or was a director, officer or employee of the Corporation, or any corporation in which he or she served as such at the request of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit or proceeding, or in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be judged in such action, suit or proceeding that such officer, director or employee is liable for negligence or misconduct in the performance of his or her duties.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer, director or employee may be entitled apart from the provisions of this Section.

A director shall not be liable for dividends illegally declared, distributions illegally made to shareholders, or any other action taken in reliance and in good faith upon financial statements of the Corporation represented to him or her to be correct by the President of the Corporation or the officer having charge of the books of account, or certified by an independent or certified accountant to clearly reflect the financial condition of the Corporation; nor shall he or she be liable if in good faith in determining the amount available for dividends or distribution, he or she considered the assets to be of ample value.

## ARTICLE XII - BY-LAWS AND STOCKHOLDERS AGREEMENT

The stockholders, by agreement, or the By-Laws of the Corporation may restrict the transfer or encumbrance of any and all of its stock, including but not limited to, provisions for the transfer of the stock owned by retiring, disabled or deceased stockholder, or any stockholder required to sever financial interests in the Corporation. Where the By-Laws are amended for the purpose of changing, modifying or otherwise repealing provisions respecting the management of this Corporation, then only the stockholders of this Corporation shall have the power to so adopt, amend, modify or repeal such By-Laws.

## ARTICLE XIII - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by the laws of the State of Florida. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders' meeting by a majority of the stockholders entitled to vote thereon, unless all of the directors and all of the stockholders sign a written statement manifesting their intention that the Articles of Incorporation be amended.

## ARTICLE XIV - DATE OF INCEPTION

The date of the corporate existence shall begin when these Articles have been filed with the Department of State, State of Florida, according to the Statutes of the State of Florida.

## ARTICLE XV - PRINCIPAL ADDRESS

The initial principal address of the corporation for purposes of communicating with the Secretary of the State of Florida on behalf of the corporation is 5125 Oxford Drive, Sarasota FL 34242.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this 4<sup>th</sup> day of October, 1996.

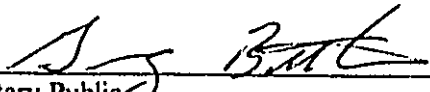
  
\_\_\_\_\_(SEAL)  
Larry W. Davenport

STATE OF FLORIDA     )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY, that on this day, before me, a notary public duly authorized in the State of County above named to take acknowledgments, the undersigned notary, personally appeared LARRY W. DAVENPORT, known to me, and who did take an oath, to be the person whose name is subscribed to the above instrument and who executed the foregoing Articles of Incorporation, and

he acknowledged before me that he voluntarily executed these Articles of Incorporation for the uses and purposes herein contained.

**WITNESS** my hand and official seal in the County and State above named, this 4<sup>th</sup> day of October, 1996.

  
Notary Public

My Commission Expires:



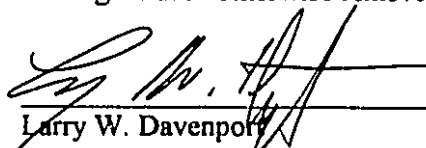
GREG BETTERTON  
My Commission CC482052  
Expires Jul. 10, 1999

## ACCEPTANCE OF REGISTERED AGENT

Pursuant to Florida Statute 48.091 and Article VII of these Articles of Incorporation, the undersigned Registered Agent does hereby accept the duties as Registered Agent and designates as his location for service of process as:

Larry W. Davenport  
5125 Oxford Drive  
Sarasota, FL 34242

The undersigned shall serve as Registered Agent until otherwise removed or he shall resign pursuant to the laws of the State of Florida.

  
\_\_\_\_\_  
Larry W. Davenport (SEAL)

FILED  
96 OCT 14 AM 8:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P96000085209

Requestor's Name

Greg A. Betterton

Attorney at Law

915 South Tamiami Trail

Ci Nokomis, FL 34275

ine #

Office Use Only

441 438 9900  
CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)
2. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #) 500001373145--9  
10/15/96-01009-005  
\*\*\*\*\*70.00 \*\*\*\*\*70.00
3. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)
4. \_\_\_\_\_ (Corporation Name) \_\_\_\_\_ (Document #)

☐ Walk in

☐ Pick up time \_\_\_\_\_

☐ Certified Copy

EFFECTIVE DATE

11/1/96

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 OCT 14 AM 9:47

merger  
58 10/16/96

Name not changed  
in merger. Corrected  
per Mr. Betterton

Examiner's Initials



ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

DAVENPORT ENTERPRISES, INC., a non-qualified Pennsylvania corp.

INTO

**NEW DAVENPORT, INC.**, a Florida corporation, P96000085209.

File date: October 14, 1996 , effective November 1, 1996

Corporate Specialist: Susan Payne

**ARTICLES OF MERGER**  
(Florida Statutes 607.1105)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

96 OCT 14 AM 9:47

EFFECTIVE DATE

The undersigned for the purpose of effecting a merger by and between  
**Davenport Enterprises, Inc.**, a Pennsylvania corporation, and **New Davenport, Inc.**, a  
new corporation organized under the laws of Florida, hereby adopt the following Articles  
of Merger dated October 4, 1996.

Article 1. Plan of Merger. The Agreement of Merger and Plan of  
Reorganization attached herto is incorporated into this Article 1.

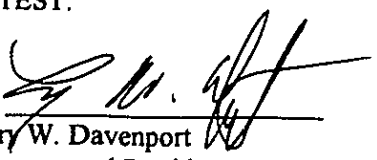
Article 2. Effective Date. The effective date of the merger shall be  
Nov. 1, 1996, 1996.

Article 3. Adoption of Plan. Unanimous consent and adoption of the  
Agreement of Merger and Plan of Reorganization was ratified by the Board of Directors  
and sole shareholder of New Davenport, Inc., on October 4, 1996. Unanimous  
consent and adoption of the Agreement of Merger and Plan of Reorganization was ratified  
by the Board of Directors and sole shareholder of Davenport Enterprises, Inc., on  
October 4, 1996.

**IN WITNESS WHEREOF**, this Agreement has been executed by Davenport  
Enterprises, Inc. and New Davenport, Inc., all on the date first written above.

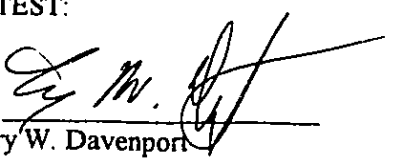
ATTEST:

DAVENPORT ENTERPRISES, INC.

By:   
Larry W. Davenport  
Secretary and President

ATTEST:

NEW DAVENPORT, INC.

By:   
Larry W. Davenport  
Secretary and President

## **Agreement of Merger and Plan of Reorganization**

Agreement of Merger and Plan of Reorganization dated October 4, 1996 by and between Davenport Enterprises, Inc., a Pennsylvania corporation (hereinafter called "Old") and New Davenport, Inc., a Florida corporation (hereinafter called "New").

### **WHEREAS**

1. The Board of Directors of Old and New have resolved that Old be merged and pursuant to the Florida Business Corporation Act and the Business Corporation Law of the Commonwealth of Pennsylvania into a single corporation existing under the laws of the State of Florida, to wit, New, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
2. The authorized capital stock of Old consists of 1,000 shares of Common Stock with par value of \$1.00 (hereinafter called "Old Common"), of which 100 shares are issued and outstanding; and
3. The authorized capital stock of New consists of 1,000 shares of Common Stock with par value of \$1.00 (hereinafter called "New Common"), of which 100 shares are issued and outstanding; and
4. The respective Boards of Directors of Old and New have approved the merger upon the terms and conditions hereinafter set forth and have approved this agreement;

**NOW, THEREFORE**, in consideration of the promises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Business Corporation Act and the Business Corporation Law of the Commonwealth of Pennsylvania that Old shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, New, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and condition relating to the Merger and the mode of carrying the same into effect.

#### **1. Stockholders' Meetings; Filings; Effects of Merger**

1.1 Old Stockholder Meeting. Old shall call a meeting of its stockholder to be held in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania at the earliest practicable date, upon due notice thereof to its stockholder to consider and vote upon, among other matters, adoption of this Agreement.

1.2 New Stockholder Meeting. Larry W. Davenport, as the sole stockholder of New, shall adopt this Agreement in accordance with the Florida Business Corporation Act.

1.3 Filing of Articles of Merger, Effective Date. If (a) this Agreement is adopted by the stockholder of Old in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania, (b) this Agreement has been adopted by Larry W. Davenport as the sole stockholder of New, in accordance with the Florida Business Corporation Act, and (c) this Agreement is not thereafter, and has not heretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed in accordance with the Florida Business Corporation Act and Articles of Merger shall be filed in accordance with the Business Corporation Law of the Commonwealth of Pennsylvania. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date".

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Old shall cease, and Old shall be merged into New which, as the Surviving Corporation, shall possess all the rights, privileges, disabilities, and duties of Old; and all and singular, the rights, privileges, powers, and franchises of Old, and all property, real, personal, and mixed, and all debts due to Old on whatever account, as well for stock subscriptions and all other things in action or belonging to Old, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Old, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Pennsylvania or any other jurisdiction, in Old, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Old shall be preserved unimpaired, and all debts, liabilities, and duties of Old shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Old or the corresponding officers of the Surviving Corporation, may, in the name of Old, execute and deliver all such proper deeds, assignment, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Old's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Articles of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be NEW DAVENPORT, INC.

2.2 Articles of Incorporation. The Articles of Incorporation of New as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the

Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of New, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of Old and the nature and amount of securities of New which the holders of shares of Old Common Stock are to receive in exchange for such shares are as follows:

3.1 Old Common Stock. Each one share of Old Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of New Common Stock.

3.2 New Common Stock Held by Old. All issued and outstanding shares of New Common Stock held by Old immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist.

4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholder of Old, if the Board of Directors of Old or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed by Davenport Enterprises, Inc. and New Davenport, Inc., all on the date first written above.

ATTEST:

DAVENPORT ENTERPRISES, INC.

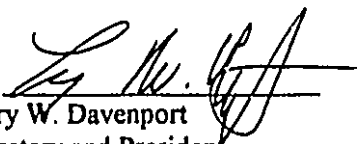
By: 

Larry W. Davenport  
Secretary and President

ATTEST:

NEW DAVENPORT, INC.

By:

  
Larry W. Davenport  
Secretary and President