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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

J.B.H. ENTERPRISES, INC., a Kentucky corporation

INTO

S.J.B.H. ENTERPRISES, INC., a Florida corporation, P98000107534.

File date: December 28, 1998

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER
OF
J.B.H. ENTERPRISES, INC.
(a Kentucky Corporation)
WITH AND INTO
S.J.B.H. ENTERPRISES, INC.
(a Florida Corporation)**

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Pursuant to the provisions of § 607.1105 of the Florida Business Corporation Act, the undersigned corporations ("Constituent Corporations") hereby adopt the following Articles of Merger for the purpose of merging J.B.H. Enterprises, Inc., a Kentucky corporation ("Kentucky Corporation"), with and into S.J.B.H. Enterprises, Inc., a Florida corporation ("Florida Corporation"), which shall be the surviving entity in the Merger.

- FIRST:** The Agreement and Plan of Merger ("Plan of Merger"), duly authorized and approved by each of the Constituent Corporations, is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of these Articles of Merger.
- SECOND:** The Merger shall be effective upon the date of filing of these Articles of Merger.
- THIRD:** The Plan of Merger was adopted by the shareholders of each of the Constituent Corporations on December 28, 1998.

Dated: December 28, 1998.

J.B.H. ENTERPRISES, INC.

By: Martha A. McCracken
Martha A. McCracken, President
("Kentucky Corporation")

S.J.B.H. ENTERPRISES, INC.

By: Martha A. McCracken
Martha A. McCracken, President
("Florida Corporation")

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 28th day of December, 1998, by and between (i) J.B.H. ENTERPRISES, INC., a Kentucky corporation ("Kentucky Corporation"), and (ii) ⁵J.B.H. ENTERPRISES, INC., a Florida corporation ("Florida Corporation").

1. MERGER.

1.1 Merger of The Kentucky Corporation With and Into The Florida Corporation. Subject to the terms and conditions of this Agreement and Plan of Merger, the Kentucky Corporation shall be merged with and into the Florida Corporation ("Merger"), effective as of the filing of appropriate Articles of Merger with the Florida Department of State and the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of the Kentucky Corporation shall thereupon cease, the Florida Corporation shall be the surviving corporation and the separate corporate existence of the Florida Corporation, with all its purposes, objects, rights, privileges, powers, franchises and interests shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Business Corporation Act and the Florida Business Corporation Act.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Florida Corporation shall possess all of the respective rights, privileges, powers, franchises and interests of the Kentucky Corporation in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Florida Corporation by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Kentucky Corporation may be continued as if the Merger did not occur, or the Florida Corporation may be substituted in the proceeding for the Kentucky Corporation in such action or proceeding.

(b) The Florida Corporation shall be liable for all liabilities of the Kentucky Corporation, and all debts, liabilities, obligations and contracts of the Kentucky Corporation, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the respective balance sheets, books of account or records of the Kentucky Corporation, shall be those of the Florida Corporation and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Kentucky Corporation shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Florida Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Florida Corporation its right, title or interest in, to or under any of the rights, properties or assets of the

Kentucky Corporation acquired or to be acquired by the Florida Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Kentucky Corporation and the proper officers and directors of the Kentucky Corporation shall be deemed to have granted to the Florida Corporation an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Florida Corporation and (c) otherwise carry out the purposes of this Agreement. The proper officers and directors of the Florida Corporation are fully authorized in the name of the Kentucky Corporation or otherwise to take any and all such actions.

2. STOCK.

2.1 Conversion of Stock. At the Effective Time:

(a) Each share of Common Stock of the Kentucky Corporation, no par value per share ("Kentucky Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, ipso facto and without any action on the part of the holder thereof, become and be converted into one (1) share of the Florida Corporation's fully paid and nonassessable common stock, no par value per share ("Florida Common Stock").

(b) Each share of Florida Common Stock which is issued and outstanding immediately prior to the Effective Time shall be surrendered to the Florida Corporation and cancelled.

2.2 Exchange of Stock. As soon as practicable after the Effective Time, and after surrender to the Florida Corporation of any certificate which prior to the Effective Time shall have represented any shares of the Kentucky Common Stock, the Florida Corporation shall cause to be distributed to the person in whose name such certificate shall have been registered a certificate for the number of shares of the Florida Common Stock into which the shares of the Kentucky Common Stock previously represented by the surrendered certificate shall have been converted at the Effective Time. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of the Kentucky Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the the Florida Common Stock into which it shall have been converted.

3. CORPORATE CHANGES.

3.1 Articles of Incorporation. From and after the Effective Time, the Articles of Incorporation of the Florida Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the surviving corporation.

3.2 Bylaws. From and after the Effective Time, the Bylaws of the Florida Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the surviving corporation.

3.3 Directors and Officers. From and after the Effective Time, those persons who were directors and officers of the Florida Corporation immediately prior to the Effective Time shall be the directors and officers of the surviving corporation.

4. SHAREHOLDER APPROVAL. It shall be a condition to the consummation of the Merger that the Merger and this Agreement be submitted to the shareholders of the Kentucky Corporation and the Florida Corporation and be approved by a majority vote of the shareholders of each of such corporations.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

S.J.B.H. ENTERPRISES, INC.

By: Martha A. McCracken
MARTHA A. MCCrackEN, President

("Florida Corporation")

J.B.H. ENTERPRISES, INC.

By: Martha A. McCracken
MARTHA A. MCCrackEN, President

("Kentucky Corporation")