

799000068596

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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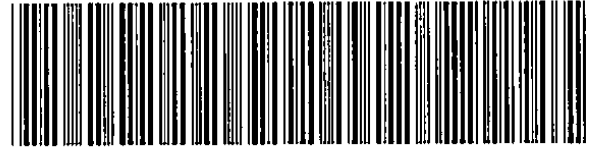
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TALLAHASSEE, FLORIDA

2018 AUG 28 AM 11:40

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T. LEVIEUX

TL

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 8/28/2019

Acc#I20160000072

W: C D W

Name:	KARINS ENGINEERING GROUP, INC. (KWA ENGINEERS, LLC.)
Document #:	
Order #:	12106375 3

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Amount: \$ 60.00

Thank you!

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DIVISION OF CORPORATION
19 AUG 28 AM 11:40

ARTICLES OF MERGER

KWA ENGINEERS, LLC,
a Florida limited liability company

into

KARINS ENGINEERING GROUP, 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.

FIRST: The surviving corporation (the "Surviving Corporation") is Karins Engineering Group, Inc., a Florida corporation, whose principal business address is 1626 Ringling Boulevard, Suite 400, Sarasota, Florida 34236. The Surviving Corporation's Florida filing number is P99000068596.

SECOND: The merging company (the "Merging Company") is KWA Engineers, LLC, a Florida limited liability company, whose principal business address is 1626 Ringling Boulevard, Suite 400, Sarasota, Florida 34236. The Merging Company's Florida filing number is L05000103577.

THIRD: The attached Agreement and Plan of Merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 605 and 607, Florida Statutes.

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

FIFTH: The Agreement and Plan of Merger was adopted by the sole shareholder and director of the Surviving Corporation on August 12, 2019.

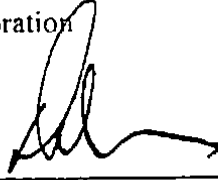
SIXTH: The Agreement and Plan of Merger was adopted by the sole member of the Merging Company on August 12, 2019.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Merging Company and the Surviving Corporation have caused these Articles of Merger to be executed in their respective name as of the 12 day of August, 2019.

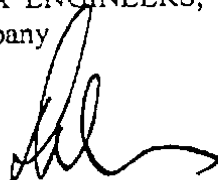
SURVIVING CORPORATION:

KARINS ENGINEERING GROUP, INC., a Florida corporation

By: 
Name: David G. Karins
Its: President

MERGING COMPANY:

KWA ENGINEERS, LLC, a Florida limited liability company

By: 
Name: David G. Karins
Its: President

[SIGNATURE PAGE TO ARTICLES OF MERGER]

FILED

AGREEMENT AND PLAN OF MERGER

BETWEEN

2019 AUG 28 A 11:40

KARINS ENGINEERING GROUP, INC.

a Florida corporation,

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

and

KWA ENGINEERS, LLC,

a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective August 12, 2019, by and between **KARINS ENGINEERING GROUP, INC.**, a Florida corporation ("Surviving Corporation") and **KWA ENGINEERS, LLC**, a Florida limited liability company ("Merged Company") and collectively with Surviving Corporation, the "Constituent Entities").

Background:

WHEREAS, Surviving Corporation is a corporation duly organized under the laws of the State of Florida and Merged Company is a limited liability company duly organized under the laws of the State of Florida;

WHEREAS, F. Carter Karins is the sole director and David G. Karins is the sole shareholder of the Surviving Corporation;

WHEREAS, David G. Karins owns 100% of the membership interests of Merged Company;

WHEREAS, each of the Constituent Entities has determined that it is advisable and in the best interests of Merged Company and Surviving Corporation that Merged Company be merged with and into Surviving Corporation (hereinafter called the "Merger"), on the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Business Corporation Act and the Florida Revised Limited Liability Company Act; and

WHEREAS, Surviving Corporation's corporate existence under the laws of the State of Florida shall not be affected in any manner by reason of the Merger, except as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merged Company and Surviving Corporation have agreed and do hereby agree as follows:

Terms:

1. **Merger.** Merged Company and Surviving Corporation shall be merged into a single corporation, in accordance with applicable provisions of the laws of the State of Florida, by Merged Company merging with and into Surviving Corporation, with Surviving Corporation as the surviving corporation.

2. **Effect of Merger.** From and after the filing of the Articles of Merger with the Florida Department of State, the Constituent Entities shall be a single corporation, which shall be Surviving Corporation as the surviving corporation, and the separate existence of Merged Company shall cease except to the extent provided by the laws of the State of Florida in the case of a limited liability company after its merger into another Florida corporation, while the existence of Surviving Corporation shall continue unaffected and unimpaired, except as set forth herein. Surviving Corporation shall continue to be governed by the laws of the State of Florida and Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under Florida law. Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Entities. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in Surviving Corporation without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of such merger. Surviving Corporation shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if such merger had not taken place, or Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the merger.

3. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corporation in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation of Surviving Corporation until the same shall be altered, amended or repealed.

4. **Board of Directors, Officers, and Shareholders of Surviving Corporation.** The directors, officers and shareholders of Surviving Corporation in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the directors, officers and shareholders of Surviving Corporation until their successors are elected and qualified or the shareholder transfers his ownership in Surviving Corporation.

5. **Manner of Converting Shares.** The currently issued and outstanding ownership interest of Surviving Corporation immediately prior to the Merger shall remain as the issued and outstanding ownership interest of Surviving Corporation after the Merger. Each membership interest of Merged Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

6. **Surrender of Certificates.** Each record holder of an outstanding certificate or certificates which represents membership interests of Merged Company immediately prior to the Merger (if any such certificates exist) shall surrender such certificate or certificates pursuant to this Agreement and such certificates shall be cancelled.

7. **Further Assurances.** If at any time after the Effective Date, Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Surviving Corporation, according to the terms hereof, the title to any property rights of the Constituent Entities, the last acting officers of the Constituent Entities, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Surviving Corporation, and otherwise carry out the purposes of this Agreement.

8. **Approval By Members.** This Agreement shall be approved by the sole shareholder and director of the Surviving Corporation, and approved by the sole member of the Merged Company as provided by Florida law. If duly adopted by the requisite vote for each Constituent Entity, the Articles of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.

9. **Effective Date.** The merger of Merged Company and Surviving Corporation shall become effective upon the filing of the Articles of Merger in accordance with Florida law (the "Effective Date").


10. **Covenants of Surviving Corporation.** Surviving Corporation covenants and agrees that: (a) it will not amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any of its shares of common stock or any rights to acquire any such shares of common stock prior to the Effective Date.


11. **Covenants of Merged Company.** Merged Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officer on the date set forth above.

WITNESSES:

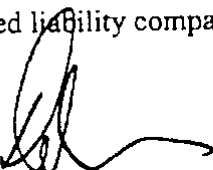




As to Merged Company

MERGED COMPANY:

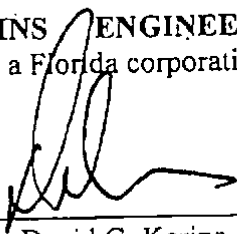
KWA ENGINEERS, LLC, a Florida
limited liability company

By: 


Name: David G. Karins
Its: President

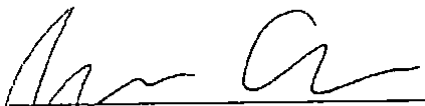
SURVIVING CORPORATION:

KARINS ENGINEERING GROUP,
INC., a Florida corporation

By: 

Name: David G. Karins
Its: President





As to Surviving Corporation