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*APR  
5/18/15*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** AIA America, Inc., a Kansas corporation

Name of Surviving Party

Please return all correspondence concerning this matter to:

Thomas B. Schipper

Contact Person

McDowell, Rice, Smith & Buchanan, P.C.

Firm/Company

605 W. 47th St., Suite 350

Address

Kansas City, MO 64112

City, State and Zip Code

tschipper@mcdowellrice.com

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

For further information concerning this matter, please call:

Thomas B. Schipper

Name of Contact Person

at ( 816 ) 960-7371

Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**MCDOWELL RICE**  
**SMITH & BUCHANAN PC**

THOMAS B. SCHIPPER

605 W 47TH STREET  
SUITE 350  
KANSAS CITY, MO 64112  
(816) 753-5400 FAX (816) 753-9996

Direct Dial: (816) 960-7371  
Email: tschipper@mcdowellrice.com

May 8, 2015

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Articles of Merger

Dear Sir or Madam:

Enclosed for filing, please find Articles of Merger, with Agreement of Merger and Plan of Merger and Reorganization attached, for the merger by and between AIA America, Inc., a Florida corporation, into AIA America, Inc., a Kansas corporation. Also enclosed is a check made payable to the Florida Department of State in the amount of \$70.00 for the filing fee.

Please do not hesitate to contact me with any questions at 816-960-7371.

Sincerely,



Thomas B. Schipper  
Corporate Paralegal

Enc.

cc: Ronald Sexton (Via Email)  
R. Pete Smith, Esq. (Via Email)  
Ronald S. Bronstein, Esq. (Via Email)

FILED  
2015 MAY 13 PM 4:58  
CLERK OF THE COURT  
TALLAHASSEE, FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
AIA America, Inc.	Florida	Corporation
AIA America, Inc.	Kansas	Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
AIA America, Inc.	Kansas	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State:  
May 5, 2015

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

7837 Parallel Parkway

Kansas City, KS 66112

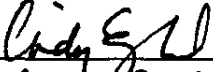
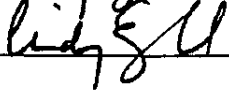
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
AIA America, Inc., a Florida corporation		Cindy England
AIA America, Inc., a Kansas corporation		Cindy England

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

**AGREEMENT OF MERGER**  
**AND**  
**PLAN OF MERGER AND REORGANIZATION**

Agreement of Merger and Plan of Merger and Reorganization (the "Agreement") dated this ~~28<sup>th</sup>~~ day of April, 2015, by and between AIA AMERICA, INC., a Florida corporation (hereafter called "AIAFL") and AIA AMERICA, INC., a Kansas corporation (hereafter called "AIAKS").

**WHEREAS:**

1. The Boards of Directors of AIAFL and AIAKS have resolved that AIAFL be merged, pursuant to the Florida Business Corporations Act and Chapter 17 of Kansas Statutes Annotated, into a single corporation existing under the laws of the State of Kansas, to wit, AIAKS, 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 with the meaning of Section 368(a)(1) (F) of the Internal Revenue Code;
2. The respective Boards of Directors and all of the respective Shareholders of AIAFL and AIAKS have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement on April 28, 2015.
3. The authorized capital stock of AIAFL consists of 1,000,000 shares of Common Class A Voting Stock, with a par value of \$0.00 per share and 9,000,000 shares of Preferred Class B Non-Voting Stock (hereinafter collectively referred to as "AIAFL Common Stock"), of which Eight Hundred Thousand (800,000) shares of Common Class A Voting Stock and One Million Two Hundred Thousand (1,200,000) shares of Preferred Class B Non-Voting Stock are issued and outstanding;
4. The authorized capital stock of AIAKS consists of 1,000,000 shares of Common Class A Voting Stock, with a par value of \$0.00 per share and 9,000,000 shares of Preferred Class B Non-Voting Stock (hereinafter collectively referred to as "AIAKS Common Stock"), of which Eight Hundred Thousand (800,000) shares of Common Class A Voting Stock and One Million Two Hundred Thousand (1,200,000) shares of Preferred Class B Non-Voting Stock are issued and outstanding;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree, in accordance with the Florida Business Corporations Act and Chapter 17 Kansas Statutes Annotated, that AIAFL shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of Kansas, to wit, AIAKS, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

**1. Filings; Effects of Merger**

**1.1 Filing of Certificate of Merger; Effective Date.** If this Agreement has not heretofore been terminated or abandoned, as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporations Act and a Certificate of Merger shall be filed in accordance with Chapter 17 of Kansas Statutes Annotated. Such filings shall be made on the same day. The Merger shall become effective on the calendar day in which the Certificate of Merger is file-stamped by the Kansas Secretary of State's Office, which date and time are herein referred to as the "Effective Date."

**1.2 Certain Effects of Merger.** On the Effective Date, the separate existence of AIAFL shall cease, and AIAFL shall be merged into AIAKS which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of AIAFL; and all and singular, the rights, privileges, powers, and franchises of AIAFL, and all property, real, personal, and mixed, and all debts due to AIAFL on whatever account, as well for stock subscriptions and all other things in action or belonging to AIAFL, 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 AIAFL, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Kansas or any other jurisdiction, in AIAFL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of AIAFL shall be preserved unimpaired, and all debts, liabilities, and duties of AIAFL 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 AIAFL or the corresponding officers of the Surviving Corporation, may, in the name of AIAFL, execute and deliver all such proper deeds, assignments, 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 AIAFL's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

**2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws**

**2.1 Name of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Date shall be AIA AMERICA, INC., a Kansas corporation.

**2.2 Certificate of Incorporation.** The Certificate of Incorporation of AIAKS, as in effect on the date hereof, shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.



2.3 **Bylaws.** The Bylaws of AIAKS, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws 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 AIAFL and the nature and amount of securities of AIAKS, which the holders of shares of AIAFL Common Stock are to receive in exchange for such shares, are as follows:

3.1 **AIAFL Common Stock.** Each one share of AIAFL 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 AIAKS Common Stock, and outstanding certificates representing shares of AIAFL Common Stock shall thereafter represent shares of AIAKS Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

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 sole shareholder of AIAFL, if the Board of Directors of AIAFL or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

**IN WITNESS WHEREOF**, this Agreement has been executed by AIAFL and AIAKS on the date first written above.

**AIA AMERICA, INC.,**  
a Florida corporation

By: 

Ronald Sexton, President

**AIA AMERICA, INC.,**  
a Kansas corporation

By: 

Ronald Sexton, President