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**MERGER OR SHARE EXCHANGE**

**CASSIDY TURLEY COMMERCIAL REAL ESTATE SERVICE  
INC.**

Certificate of Status	0
Certified Copy	0
Page Count	09
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13 MAY - 1 AM 8:31

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TALLAHASSEE, FLORIDA

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## ARTICLES OF MERGER

**(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation pursuant to section 607.1105, Florida Statutes.

**First: The name and jurisdiction of the surviving corporation:**

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
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**PLAN OF MERGER**  
**(Merger of subsidiary corporation(s))**

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

NameJurisdictionCassidy Turley Commercial Real Estate Services Inc.Missouri

The name and jurisdiction of each subsidiary corporation:

NameJurisdictionCLW Realty Asset Group, Inc.FloridaCLW Realty Group, Inc.Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Upon the effective date of the merger, each outstanding share of the capital stock of CLW Realty Asset Group, Inc. and CLW Realty Group, Inc. shall be transferred for no consideration to Cassidy Turley Commercial Real Estate Services, Inc., and shall be cancelled.

*(Attach additional sheets if necessary)*

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If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") dated as of April 22, 2013, is by and between CASSIDY TURLEY COMMERCIAL REAL ESTATE SERVICES, INC., a Missouri corporation (hereinafter referred to as "CTCRES" or the "Surviving Corporation"), and its wholly-owned subsidiaries, CLW Realty Asset Group, Inc., a Florida corporation (hereinafter referred to as "CLW Realty") and CLW Realty Group, Inc. (hereinafter referred to as "CLW"), and entered into pursuant to Chapter 351 of the Revised Missouri Statutes and Chapter 607 of the Florida Statutes. Each of CLW Realty and CLW and CTCRES are sometimes referred to collectively herein as the "Constituent Entities."

**ARTICLE I-PRINCIPAL TERMS**

1.01 **Parties.** The names of the Constituent Entities and the states under the laws of which each of the Constituent Entities is incorporated are as follows:

<b><u>Name</u></b>	<b><u>State of Organization</u></b>
CLW Realty	Florida
CLW	Florida
CTCRES	Missouri

The name of the Surviving Corporation is Cassidy Turley Commercial Real Estate Services, Inc., with its principal address at 7700 Forsyth Blvd., Suite 900, St. Louis, Missouri 63105.

1.02 **Merger.** On the Effective Date, as defined in Paragraph 2.02 below, in accordance with and pursuant to Section 351.447 of the Revised Statutes of Missouri, and Section 607.1104 of the Florida Statutes, CLW Realty and CLW shall merge with and into its parent, CTCRES. The separate existence of CLW Realty and CLW shall cease. CTCRES shall survive the Merger as the surviving corporation; its existence shall continue unimpaired by the merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation incorporated under the laws of the State of Missouri.

1.03 **Organizational Documents.** The Articles of Incorporation and Bylaws of CTCRES on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.04 **Directors and Officers.** The members of the Board of Directors and the officers of CTCRES on the Effective Date shall continue as the Board of Directors and officers of the Surviving Corporation.

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**ARTICLE II—MODE OF CARRYING MERGER INTO EFFECT**

**2.01 Filing Articles of Merger.** Upon adoption by the vote of the Board of Directors of CLW Realty, CLW and CTCRES as required by Section 607.1104. of the Florida Statutes and Section 351.447 of the Revised Statutes of Missouri, Articles of Merger conforming to the requirements of the laws of Florida and Missouri shall be executed and filed pursuant thereto.

**2.02 Effective Date.** The effective date of the merger shall be the effective date of the Articles of Merger filed with the Secretary of State of Missouri (the "Effective Date").

**2.03 Vesting of Rights.** When the merger becomes effective the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and shall possess and be vested with, all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Entities. All property of every description and every interest therein of all the Constituent Entities on whatever account shall thereafter be deemed to be held by or transferred to, as the case may be, and vested in, the Surviving Corporation.

**2.04 Manner and Basis for Conversion.** CLW Realty and CLW are wholly-owned subsidiaries of CTCRES. Upon the Effective Date, the outstanding shareholder interests of CLW Realty and CLW shall be cancelled, and such shareholder interest shall thereafter cease to exist.

**2.05 Further Assurances.** From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, Board of Directors shall execute and deliver on behalf and in the name of CLW Realty and CLW such deeds and other instruments and shall take or cause to be taken such further and other action as shall be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property and interest, assets, rights, privileges, immunities, powers, franchises and authority of the Constituent Entities, and otherwise to carry out the purposes of this Agreement.

**ARTICLE III—MISCELLANEOUS**

**3.01 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

**3.02 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to

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modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**3.03 Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**3.04 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law.

**3.05 Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

*[Remainder of page left intentionally blank – signature page follows]*

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IN WITNESS WHEREOF, the undersigned have entered into this Agreement and Plan of Merger as of this 22 day of April, 2013.

**CASSIDY TURLEY COMMERCIAL REAL  
ESTATE SERVICES, INC.**

By: W. J. Florent  
Name: William J. Florent  
Title: Secretary

**CLW REALTY ASSET GROUP, INC.**

By: W. J. Florent  
Name: William J. Florent  
Title: Secretary

**CLW REALTY GROUP, INC.**

By: W. J. Florent  
Name: William J. Florent  
Title: Secretary

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