

PO8000020110

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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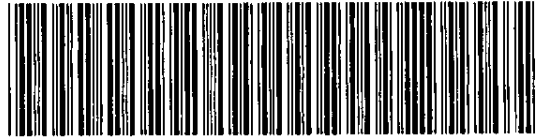
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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*3-31-16*  
*merger*

16 MAR 30 PM 4:30  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE  
SUFFICIENCY OF FILING

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MAR 30 2016

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MAR 31 2016

A RAMSEY

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 083387 7201231

AUTHORIZATION :

COST LIMIT : \$ 78.75



ORDER DATE : March 30, 2016

ORDER TIME : 3:08 PM

ORDER NO. : 083387-010

CUSTOMER NO: 7201231

ARTICLES OF MERGER

SG SELECT, LLC

INTO

STEINBERG GLOBAL ASSET  
MANAGEMENT LIMITED, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: \_\_\_\_\_

3-31-16

FILED

16 MAR 30 PH 4: 39

**ARTICLES OF MERGER**

of

**STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC.**  
**(a Florida corporation)**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

and

**SG SELECT, LLC**  
**(a Delaware limited liability company)**

To the Secretary of State  
State of Florida

Pursuant to the provisions of Section 605.1025 and Section 607.1109 of the Florida Business Corporation Act (the "Act") and Section 18-209 of the Delaware General Corporation Law, the corporations herein named do hereby adopt the following articles of merger.

1. Annexed hereto as Exhibit A, and made a part hereof, is the Agreement and Plan of Merger for merging SG SELECT, LLC, a Delaware limited liability corporation, with and into STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC., a Florida corporation, whereby STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC., will continue in its existence as the surviving corporation (the "Merger").

2. The Agreement and Plan of Merger was approved and adopted by STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC., by board of directors written consent dated as of March 29, 2016.

3. The Agreement and Plan of Merger was approved and adopted by the sole member and manager of SG SELECT, LLC by written consent dated as of March 29, 2016.

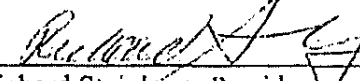
4. The Merger shall become effective on March 31, 2016.

*[signature page follows]*

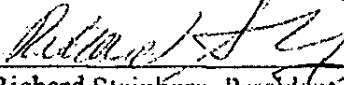
*[signature page of articles of merger]*

Executed as of ~~and effective~~ the 29<sup>th</sup> day of March, 2016.

**STEINBERG GLOBAL ASSET MANAGEMENT  
LIMITED, INC.**, a Florida corporation

By:   
Richard Steinberg, President

**SG SELECT, LLC**,  
a Delaware limited liability company

By:   
Richard Steinberg, President

## **EXHIBIT A**

### **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 29th day of March, 2016, by and between, STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC., a Florida corporation ("Parent" or the "Surviving Corporation"), and SG SELECT, LLC, a Delaware limited liability company ("Subsidiary" and collectively with Parent, the "Companies"), with Subsidiary merging with and into Parent, such that the separate existence of Subsidiary shall cease and Parent shall continue as the surviving corporation (the "Merger").

### **RECITALS:**

**WHEREAS**, the Board of Directors and the Sole Member of the respective Companies deem it advisable and in the best interests of the Companies to merge the Companies; and

**WHEREAS**, it is the intent of the parties hereto that the Merger is not an event for federal income tax purposes because the Subsidiary is disregarded as an entity from the Parent, as defined in Treasury Regulation 301.7701-3(b)(1)(ii).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE V**

#### **MERGER**

5.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA") and the Delaware General Corporation Law ("DGCL"), Subsidiary shall be merged with and into Parent. Following the Merger, Parent shall continue as the surviving corporation and shall continue its existence under the laws of the State of Florida, and the separate corporate existence of Subsidiary shall cease.

5.2 Effective Date and Effective Time. Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA and the DGCL. The Merger shall be effective upon March 31, 2016 at 11:59 p.m. (the date and time of filing being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

5.3 Effect of the Merger. At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Companies, and be subject to all the restrictions, disabilities and duties of each of the Companies so merged; and all of the rights, privileges, powers and franchises of each of the Companies, and all property, real, personal and mixed, and all debts due to either of the

Companies on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Companies; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in either of the Companies, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Companies, and all rights of creditors and all liens upon any property of either of the Companies 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.

5.4 Articles of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time, the Articles of Incorporation of Parent and the bylaws of Parent in effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

5.5 Directors and Officers of Surviving Corporation. The directors and officers of Parent immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles and bylaws of the Surviving Corporation, or as otherwise provided by law.

## ARTICLE VI

### CONVERSION OF SECURITIES

6.1 Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of Subsidiary, Parent, or the shareholders of Parent, the outstanding membership interests of the Subsidiary ("Subsidiary Membership Interests") shall be converted into corresponding shares of common stock of Parent.

6.2 Effect of Share Conversion. At the Effective Time, all Subsidiary Membership Interests converted pursuant to this Article VI shall cease to be outstanding and shall automatically be cancelled and retired, and shall cease to exist.

## ARTICLE VII

### CONDITIONS

The obligations of each party hereto to perform this Agreement and to consummate the transaction contemplated hereby shall be subject to the approval and adoption by the Board of Directors and Manager of the respective Parent and Subsidiary.

**ARTICLE VIII**

**MISCELLANEOUS**

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

8.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

8.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

8.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

8.5 Authorization. The Board of Directors, the Member/Manager and the proper officers of the Companies are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

8.6 Modification or Amendment. Subject to the applicable provisions of the FBCA and the DGCL, at any time prior to the approval of this Agreement by the sole member of the Subsidiary, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

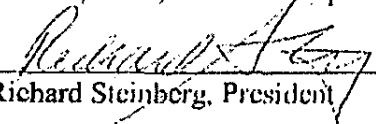
8.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Board of Directors and Member/Manager of the Companies at any time before the Effective Date, whether before or after approval of this Agreement by the sole member of the Subsidiary.

*[signature page follows]*

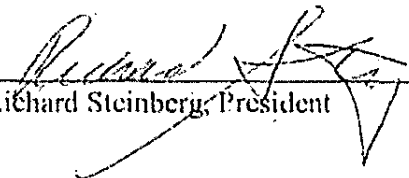
*[signature page to agreement and plan of merger]*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

**STEINBERG GLOBAL ASSET MANAGEMENT LIMITED, INC.**, a Florida corporation

By:   
Richard Steinberg, President

**SG SELECT, LLC**, a Delaware limited liability company

By:   
Richard Steinberg, President

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