



**CT CORP**

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Date: 10-31-17  
ACCT. I20160000072

*eric D*

Name:	RBCR Company
Document #:	Line 3
Order #:	1069512

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Plain Copy:	
Certificate of Good Standing:	
Apostille/Notarial Certification:	Country of Destination:
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Thank you!

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ARTICLES OF MERGER

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Pursuant to Section 607.1105, Florida Statutes, these Articles of Merger are executed and submitted by the undersigned corporations:

1. The name of the surviving corporation is RB-LD Company (the "Surviving Corporation"), and is a Florida corporation.
2. The name of the corporation being merged into the Surviving Corporation is RBCR Company (the "Merging Corporation"), and is a Florida corporation.
3. The plan of merger is set forth in Schedule A attached hereto (the "Plan of Merger"), and addresses, among other things, the merger of the Merging Corporation with and into the Surviving Corporation (the "Merger").
4. The Merger is to become effective on the date of filing of these Articles of Merger with the Florida Department of State.
5. The Plan of Merger was authorized, confirmed, approved and adopted by the board of directors and the sole shareholder of the Merging Corporation on October 24, 2017.
6. The Plan of Merger was authorized, confirmed, approved and adopted by the board of directors and the sole shareholder of the Surviving Corporation on October 24, 2017.

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have executed these Articles of Merger as of October 24, 2017.

MERGING CORPORATION:

SURVIVING CORPORATION:

RBCR COMPANY,  
a Florida corporation

RB-LD COMPANY,  
a Florida corporation

By: *Rocco J. Nittoli*  
Name: Rocco J. Nittoli  
Title: Vice President

By: *Michael J. ...*  
Name: Michael J. ...  
Title: Vice President

SCHEDULE A

PLAN OF MERGER

(see attached)

**PLAN OF MERGER**  
*(RBCR Company With and Into RB-LD Company)*

This PLAN OF MERGER (this "Agreement") is made and entered into as of October 24, 2017, by and between RBCR Company, a Florida corporation (the "Merging Corporation"), and RB-LD Company, a Florida corporation (the "Surviving Corporation" and together with the Merging Corporation, the "Corporations").

**RECITALS**

A. The Merging Corporation is a corporation duly incorporated and validly existing under the laws of the State of Florida and the Surviving Corporation is a corporation duly incorporated and validly existing under the laws of the State of Florida.

B. All of the members of the board of directors and the sole shareholder of the Merging Corporation and all of the members of the board of directors and the sole shareholder of the Surviving Corporation have determined that it is advisable and in the best interests of each of their respective Corporations to cause the Corporations merge in accordance with the terms and conditions set forth herein and in accordance with the applicable sections of the Florida Business Corporation Act (the "Act").

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Corporations agree as follows:

**ARTICLE I**  
**THE MERGER**

**1.01. The Merger.** At the Effective Time (defined below), (a) the Merging Corporation will be merged with and into the Surviving Corporation in accordance with, and with the effect provided in, the applicable provisions of this Agreement and the Act (the "Merger"). (b) the separate existence of the Merging Corporation will cease; (c) the Surviving Corporation will continue in existence as a Florida corporation and will succeed to all of the rights, privileges, immunities, and properties of the Merging Corporation; and (d) the Surviving Corporation will be responsible and liable for all of the debts, liabilities, and obligations of the Merging Corporation. Without limiting the foregoing, on and after the Effective Time, the Surviving Corporation will 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 each of the Corporations, and all property, whether real, personal or mixed, and each and every other interest belonging to the Corporations will be vested in the Surviving Corporation and will be thereafter the property of the Surviving Corporation as they were of the Corporations, and the title to any property vested, by deed or otherwise, in the Corporations will not revert or be in any way impaired, but all rights of creditors and all liens upon any property of any of the Corporations will be preserved unimpaired; and all debts, liabilities, and duties of the Corporations will thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by the Surviving Corporation. Any action or proceeding, whether civil, criminal, or administrative, pending by or against any of the Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted as a party in such action or proceeding in place of any of the Corporations.

**1.02. Effective Time and Date.** The effective time of the Merger (the "Effective Time") will occur only upon both (a) the consummation of the conditions precedent for filing, and the filing of, the Articles of Merger, dated as of even date herewith and executed by the Surviving Corporation and RB-RE Inc., a Florida corporation ("RB-RE"), as set forth in that certain Plan of Merger by and between the Surviving Corporation and RB-RE, and (b) the filing of the Articles of Merger related to this Agreement (the "Articles of Merger") with the Secretary of State of the State of Florida (the "Florida Secretary of State").

**1.03. Federal Income Tax Consequences of Merger.** The Merger is intended to qualify for federal income tax purposes as a "reorganization" of the Corporations within the meaning of Section 368(a)(1) of the Internal Revenue Code. Consistent with the foregoing, this Agreement will be treated as a "plan of reorganization" within the meaning of U.S. Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

**1.04. Articles of Incorporation; Bylaws.** No changes will be made in the articles of incorporation of the Surviving Corporation on file with the Florida Secretary of State as of the Effective Time in connection with the Merger (the "Articles of Incorporation"), and the Articles of Incorporation will continue to be the Surviving Corporation's articles of incorporation on and after the Effective Time, until further amended according to the provisions thereof and applicable law. No changes will be made in the bylaws of the Surviving Corporation in effect as of the Effective Time in connection with the Merger (the "Bylaws") and the Bylaws will continue to be the Surviving Corporation's bylaws on and after the Effective Time, until further amended according to the provisions thereof and applicable law.

**1.05. Effect on Shares.** At the Effective Time, each issued and outstanding share of common stock of the Merging Corporation will be automatically, and without requiring any further action of or by any of the Corporations, cancelled and retired and cease to exist and no consideration will be delivered in exchange therefor.

**1.06. Additional Actions.** If, at any time on and after the Effective Time, the Surviving Corporation or its successors and assigns will consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation title to, and possession of, any property or right of the Merging Corporation acquired or to be acquired by reason or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Merging Corporation and its directors, officers and shareholders will be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, agreements and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. The directors, officers and shareholders of the Surviving Corporation are fully authorized in the name and on behalf of the Merging Corporation or otherwise to take any and all such action.

## ARTICLE II MISCELLANEOUS

**2.01. Amendment and Abandonment.** Subject to applicable law, at any time prior to the Effective Time, the directors of the Merging Corporation and the directors of the Surviving Corporation may amend this Agreement and/or abandon the Merger.

**2.02. Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties hereto, both written and oral, with respect hereto and thereto.

**2.03. Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

**2.04. 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 will nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.

**2.05. Interpretation.** When a reference is made in this Agreement to an Article, a Section, or Attachment, such reference will be to an Article of, a Section of, or an Attachment to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement will have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.

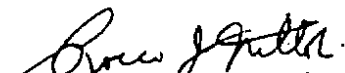
**2.06. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

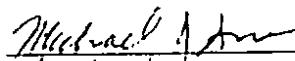
**MERGING CORPORATION:**

RBCR COMPANY,  
a Florida corporation

By:   
Name: Rocco J. Nittoli  
Title: V.P. and Treasurer

**SURVIVING CORPORATION:**

RB-LD COMPANY,  
a Florida corporation

By:   
Name: Michael J. Snow  
Title: Vice President