

12/23/2014 11:45:45 From: To: 8506076380

Division of Corporations

( 1/14 )

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Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM  
Account Number : FCA0000000023  
Phone : (850) 222-1092  
Fax Number : (850) 878-5368

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

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**MERGER OR SHARE EXCHANGE**

**Tropitone Furniture Co., Inc.**

Certificate of Status	0
Certified Copy	1
Page Count	14
Estimated Charge	<del>\$78.75</del>

68.75

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14 DEC 23 PM 12:22

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DEC 24 2014

T. CARTER

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EFFECTIVE DATE  
01-01-15

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Tropitone Furniture Co., Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Jon C. Sims

Contact Person

Jenner & Block

Firm/Company

253 North Clark Street

Address

Chicago, IL 60654-3456

City, State and Zip Code

jsims@jenner.com

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

For further information concerning this matter, please call:

Jon C. Sims

Name of Contact Person

at ( 312 ) 840-8903

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

12/23/2014 11:45:45 From: To: 8506176380

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**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>
Tropitone Acquisition LLC	Delaware	LLC

**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>
Tropitone Furniture Co., Inc.	Florida	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.

**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: January 1, 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:

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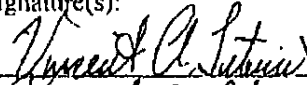

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

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:
Tropitone Acquisition LLC		Vincent A. Tortorici
Tropitone Furniture Co., Inc.		Vincent A. Tortorici

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

FILED 12/14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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EXECUTION COPY

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of January 1, 2015, by and between Tropitone Furniture Co., Inc., a Florida corporation ("TropOp") and Tropitone Acquisition LLC, a Delaware limited liability company ("TropAcq").

### Recitals

WHEREAS, management of TropOp, TropAcq and certain of their direct and indirect parent companies and affiliates, together with their respective accounting, tax and legal advisors, have been investigating a restructuring of TropOp, TropAcq and their direct and indirect parent companies, subsidiaries and affiliates (the "Restructuring") and, in connection therewith, (i) TropOp believes that it will be in its best interest and desires that TropAcq be merged with and into it pursuant to Section 607.1108 of the Florida Business Corporation Act (the "FBCA") and Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), with TropOp being the surviving entity, upon the terms and conditions set forth herein and (ii) TropAcq believes that it will be in its best interest and desires that it be merged with and into TropOp, with TropOp being the surviving entity, upon the terms and conditions set forth herein;

WHEREAS, the Restructuring is intended to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and all parallel provisions of applicable state and local law;

WHEREAS, the board of directors and stockholders of TropOp have adopted resolutions approving this Agreement in accordance with the FBCA; and

WHEREAS, the sole manager and the sole member of TropAcq have adopted resolutions approving this Agreement in accordance with the DLLCA.

### Agreement

NOW THEREFORE, for and in consideration of the forgoing recitals and the terms and conditions contained herein, the parties hereto agree as follows:

1. **The Surviving Entity.** Upon the terms and conditions hereinafter set forth, on the Effective Date (as defined below) TropAcq shall be merged with and into TropOp (the "Merger") and TropOp shall be the surviving entity (hereinafter the "Surviving Entity") and shall continue its existence under the laws of the State of Florida. At the Effective Date, the separate existence of TropAcq shall cease (hereinafter the "Terminating Entity").

2. **Effective Date.** The Merger shall be effective on January 1, 2015. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

3. **Treatment of Outstanding Membership Interests of Terminating Entity.** As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Entity or the Terminating Entity, all issued and outstanding membership interest of the

Terminating Entity shall automatically be canceled and cease to exist, and no consideration shall be given in exchange therefor.

4. **Transfer of Tangible and Intangible Property Interests upon the Effective Date.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DLLCA or the FBCA, with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Entity, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and of the Terminating Entity shall be as effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Terminating Entity, respectively. The Terminating Entity hereby agrees from time to time as and when requested by the Surviving Entity or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Entity may deem necessary or desirable in order to vest in, and confirm to, the Surviving Entity, title to and possession of any and all property of the Terminating Entity acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof.

5. **Assumption of Contracts.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DLLCA or the FBCA, with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Entity is a party shall be automatically assumed by the Surviving Entity. Without limiting the generality of the prior sentence, the Surviving Entity shall be bound by, and hereby agrees to honor, the terms and conditions to which the Terminating Company is subject.

6. **Certificate of Incorporation.** The Certificate of Incorporation of TropOp as in effect on the Effective Date, from and after the Effective Date and until further amended as provided by applicable law, shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Entity.

7. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated. This Agreement supersedes all previous agreements, negotiations and commitments in respect thereto. This Agreement shall not be changed or modified in any manner, except by mutual consent in a writing of subsequent date signed by the duly authorized representatives of each party hereto at any time prior to the date of filing.

8. **Further Assurances.** Following the receipt of all required approvals of this Agreement by the parties, each of the parties hereto shall immediately execute and deliver to the other party hereto and file with appropriate governmental authorities such instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors in interest.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement and as executed by any of the undersigned, may be transmitted by facsimile machine or electronic portable document format and shall be treated in all manners and respects as an original document and an original signature.

*[Remainder of page intentionally left blank; signature page to follow]*



**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto, as of the day and year first written above.

**SURVIVING ENTITY:**

Tropitone Furniture Co., Inc.

By: \_\_\_\_\_

Name: Vincent A. Tortorici

Its: Executive Vice President and  
Chief Financial Officer

**TERMINATING ENTITY:**

Tropitone Acquisition LLC

By: \_\_\_\_\_

Name: Vincent A. Tortorici

Its: Executive Vice President and  
Chief Financial Officer