

# 249380

Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE****Ring Power Corporation**

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December 1, 2015

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RING POWER CORPORATION  
500 WORLD COMMERCE PKWY  
ST AUGUSTINE, FL 32092US

SUBJECT: RING POWER CORPORATION  
REF: 249380

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

A merger between a limited liability company and a domestic corporation must be filed pursuant to 607.1109, Florida Statutes.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

FAX Aud. #: H15000282443  
Letter Number: 415A00025122

**ARTICLES OF MERGER  
OF**

**RINGPOWER PISCATAWAY, LLC**  
(a New Jersey limited liability company)

**("MERGING COMPANY")**

**WITH AND INTO**

**RING POWER CORPORATION**  
(a Florida corporation)  
**("SURVIVING CORPORATION")**

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TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Section 607.1109 of the Florida Business Corporation Act (the "Florida Act").

The undersigned enter into these Articles of Merger by which RINGPOWER PISCATAWAY, LLC, a New Jersey limited liability company (the "Merging Company"), shall be merged with and into RING POWER CORPORATION, a Florida corporation (the "Surviving Corporation"), with the Surviving Corporation being the surviving business entity, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 607.1103 of the Florida Act. The undersigned hereby certify as follows:

FIRST, a copy of the Plan is attached hereto and made a part hereof.

SECOND, the merger shall become effective immediately upon filing of these Articles of Merger.

THIRD, the Plan was adopted on November 10, 2015, pursuant to Section 607.1103 of the Florida Act, by unanimous written consent of the board of directors of RING POWER CORPORATION, a Florida corporation.

FOURTH, the Plan was adopted on November 10, 2015, in accordance with the laws of the State of New Jersey, by the Surviving Corporation, the sole member of RINGPOWER PISCATAWAY, LLC, a New Jersey limited liability company.

FIFTH, these Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, these Articles of Merger have been executed by RING POWER CORPORATION, a Florida corporation, as the Surviving Corporation, and by RINGPOWER PISCATAWAY, LLC, a New Jersey limited liability company, as the Merging Company, this 10th day of Nov., 2015.

MERGING COMPANY

RINGPOWER PISCATAWAY, LLC, a  
New Jersey limited liability company

By: [Signature]  
Name:  
Title:

SURVIVING CORPORATION

RING POWER CORPORATION, a Florida  
corporation

By: [Signature]  
Name:  
Title:

**PLAN AND AGREEMENT OF MERGER**

This agreement (the "Agreement"), dated as of November 10, 2015, between Ring Power Corporation, a Florida corporation authorized to transact business in the State of New Jersey (the "Acquirer") and Ringpower Piscataway, LLC, a New Jersey limited liability company (the "Target").

**WITNESSETH:**

**WHEREAS**, the Target and the Acquirer deem it advisable, upon the terms and subject to the conditions set forth herein, that the Target be merged with and into the Acquirer, and that the Acquirer be the surviving business entity; and

**WHEREAS**, the Acquirer owns all of the currently issued and outstanding ownership interests of the Target (the "Units"); and

**NOW, THEREFORE**, it is agreed as follows:

**Section 1****Terms**

1.1 On the effective date of the merger (as hereinafter defined), the Target shall be merged with and into the Acquirer, with the Acquirer as the surviving business entity.

1.2 Upon the effective date of the merger, all of the Units of the Target shall, by virtue of the merger and without any action on the part of the holders thereof, be cancelled and retired.

1.3 Each holder of Units of the Target immediately prior to the effective date of the merger, upon surrender of the certificate or certificates or other satisfactory documents representing such interest to the Acquirer after the effective date of the merger, shall be entitled to receive \$1.00 for each Unit surrendered. This per Unit consideration amount is based upon \$100 consideration in the aggregate paid in the merger apportioned among the 100 issued and outstanding Units of the Target.

1.4 Each holder of certificates representing Shares of the Acquirer outstanding immediately prior to the effective date of the merger will hold the same number of Shares, with identical designations, preferences, limitations, and relative rights, immediately after the merger.

**Section 2****Effective Date**

2.1 The merger shall become effective on the time and date specified in the Articles of Merger filed with the Treasurer's Office of State of the State of New Jersey and with the Secretary of State of the State of Florida, herein sometimes referred to as the "effective date of the merger."

**Section 3**  
**Organizational Documents**

3.1 The Articles of Incorporation of the Acquirer as in effect at the effective date of the merger shall continue to be the Articles of Incorporation of the Acquirer until further amended and changed pursuant to the provisions of the Florida Business Corporation Act (the "Act"). The present bylaws of the Acquirer shall be the bylaws of the Acquirer and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

**Section 4**  
**Effect of Merger**

4.1 At the effective time of the merger, the effect of the merger shall be as provided in the applicable provisions of the New Jersey Limited Liability Company Act ("NJLLCA") and the Act. Without limiting the generality of such provisions, at the effective time of the merger, all the property, interests, assets, rights, privileges, immunities, powers and franchises of the Target shall vest in the Acquirer, and all debts, liabilities, duties and obligations of the Target shall become the debts, liabilities, duties and obligations of the Acquirer.

**Section 5**  
**Amendment and Termination**

5.1 At any time prior to the filing of the Articles of Merger with the Treasurer's Office of the State of New Jersey, this Agreement may be amended by the Acquirer and the Target to the extent permitted by Florida and New Jersey law.

5.2 At any time prior to the filing of the Articles of Merger with the Treasurer's Office of the State of New Jersey, this Agreement may be terminated and abandoned by the Acquirer and the Target.

**Section 6**  
**Covenants, Conditions and Agreements**

6.1 The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the Act and the NJLLCA. If, at any time after the effective time of the merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Acquirer with full right, title and possession to all properties, interests, assets, rights, privileges, immunities, powers and franchises of the Target, the appropriate officers of the Acquirer are fully authorized, in the name of the Target or otherwise, to take all such lawful and necessary action.

**Section 7**  
**Action on Plan and Agreement of Merger**

7.1 This Agreement and the terms hereof have been approved by the Board of Directors of the Acquirer and the member of the Target, all pursuant to Chapters 607 of the

and Section 42:2C-75 of the New Jersey Statutes. All advance notice provisions relative to the merger contemplated hereby are waived.

**Section 8**  
**Execution and Effectiveness**

8.1 The parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement. Facsimile transmission of this Agreement and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the Acquirer and the Target have each caused this Agreement to be executed by its authorized representative, all as of the date first above written.

**The Acquirer:**

RING POWER CORPORATION, a Florida  
corporation authorized to transact business in  
the State of New Jersey

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

Name: David Alban  
Title: Executive Vice President

**The Target**

RINGPOWER PISCATWAY, LLC, a New  
Jersey limited liability company

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

Name: David Alban  
Title: Executive Vice President