

534224

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

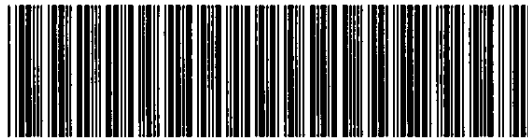
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700279298467

12.31.15

12/22/15--01028--002 **78.75

merged

FILED
15 DEC 22 PM 1:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 30 2015

A RAMSEY

LAW OFFICES OF
Bergman & Jacobs
A PROFESSIONAL ASSOCIATION

RICHARD H. BERGMAN
MARK A. JACOBS
HARRISON T. BERGMAN
KEVIN Z. JACOBS

2001 HOLLYWOOD BOULEVARD
SUITE 200
HOLLYWOOD, FLORIDA 33020

TELEPHONE: (954) 923-3533
FACSIMILE: (954) 613-5901

December 21st, 2015

VIA FEDERAL EXPRESS

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**RE: ARTICLES OF MERGER
BURNAC CORPORATION / MARBURN CORPORATION**

Dear Sir/Madam:

Enclosed herein are the original Articles of Merger with Plan of Merger between Burnac Produce, Inc., a Florida corporation and Marburn Corporation, a California corporation, together with Bergman and Jacobs, P.A. Check payable to the Florida Department of State for the sum of \$78.75, which represents \$70.00 for each merging corporation and \$8.75, for the return of a certified copy.

Please return the Certified Copy to the Attn: Kevin Z. Jacobs, Esq., Bergman & Jacobs, P.A., 2001 Hollywood Blvd., Suite 200, Hollywood, Florida 33020.

If you need to contact our office, please call (954) 923-3533.

Thank you for your courtesy and Happy Holidays !

Very truly yours,
BERGMAN & JACOBS, P.A.


Ileana M. Rojas, Paralegal

Enclosures

RECEIVED
12-31-15

FILED

15 DEC 22 PM 1:02

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to § 607.1105, Florida Statutes.

First:

The name and jurisdiction of the surviving corporation:

BURNAC PRODUCE INC. FLORIDA 534224

Second:

The name and jurisdiction of each merging corporation:

MARBURN CORPORATION CALIFORNIA [DOCUMENT NO., IF
KNOWN]

Third:

The laws of the state or country under which each corporation that is a party to this merger is incorporated permits such merger.

Fourth:

The Plan of Merger is attached.

Fifth:

The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

Sixth:

The Plan of Merger was adopted by the shareholders of the surviving corporation on
December 17.

Seventh:

The Plan of Merger was adopted by the shareholders of the merging corporation on
December 17.

Eighth:

It is agreed that, upon the merger becoming effective, the surviving corporation:

- a. Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the merging Florida corporation[s]; and
- b. Agrees to promptly pay to the dissenting shareholders of the merging Florida corporation[s] the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

Ninth:

The undersigned corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: December 17th, 2015.

BURNAC PRODUCE INC., a Florida corporation


By: _____

JOSEPH BURNETT

As its: President

Dated: December 17th, 2015.

MARBURN CORPORATION, a California
corporation

By: 
JOSEPH BURNETT
As its: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of December 17th, 2015, by and between BURNAC PRODUCE, INC., a Florida corporation ("**Acquiror**"), and MARBURN CORPORATION, a California corporation (the "**Company**").

WHEREAS, the respective Boards of Directors of the Acquiror and the Company (collectively, the "**Parties**") have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror, the Company and the shareholders of each corporation;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporations Act (the "**BCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1 "**Agreement**" means this Agreement and Plan of Merger.

1.2 "**BCA**" means the Florida Business Corporations Law, § 607.1101 et seq., Fla. Stat. Ann.

1.3 "**Effective Time**" means December 31, 2015.

Any other terms defined herein shall have the meaning given to them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the BCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall

cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the BCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the BCA, and the articles of incorporation of the Acquiror then in effect at Effective Time, as amended by the articles of merger, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the BCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the BCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Companies.

ARTICLE III: CANCELLATION OF SHARES

3.1 Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the holders of shares of capital stock of the Company:

(a) Each share of capital stock of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger with Burnac Corporation being the sole shareholder of the Acquiror as Burnac Corporation was the sole shareholder of the Company.

The Acquiror will take any necessary administrative actions, including, but not limited to, making any updates to its share ledger, issuing certificates, making payments, or any other actions reasonably necessary to implement the transactions contemplated by this provision and the Agreement.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and 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 the Company; (b) all property, including that certain real property owned by the Company and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of this merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. There are no Dissenting Shareholders of either the Acquiror or the Company. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing, and who has properly exercised appraisal rights in accordance with Sections 1301 through 1333 of the BCA (such shares being referred to collectively as the “**Dissenting Shares**” until such time as such holder fails to perfect or otherwise loses such holder’s appraisal rights under the BCA with respect to such shares) shall not be converted, exchanged or canceled as provided in Section 3.1, but instead shall be entitled to only such rights as are granted by said Sections of the BCA; *provided, however*, that if, after the Effective Time, such holder fails to perfect, withdraws or loses the right to appraisal or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided under the BCA, such shares of Company Common Stock shall be treated as if they had been converted, exchanged or canceled pursuant to Section 3.1 as of the Effective Time, without interest thereon, upon surrender such Certificates (as hereinafter defined) formerly representing such shares.]

3.4 Stock Certificates. Burnac Corporation as the sole shareholder of the Company has surrendered all certificates (the “**Certificates**”) that, immediately prior to the Effective Time, evidenced outstanding shares of the Company Common Stock to Acquiror for cancellation.

ARTICLE IV: OTHER PROVISIONS

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the “**Confidential Information**”). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consent, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to the Acquiror, to:

BURNAC PRODUCE, INC., a Florida
corporation
44 St. Clair Avenue West
Toronto, Ontario, M4V3C9, CA
Email:
Facsimile:
Attention:

with a copy (which shall not constitute notice to the Acquiror) to: BERGMAN & JACOBS, P.A.
2001 Hollywood Blvd, Suite 200
Hollywood, FL 33020
Email: Rbergman@bj-law.com
Facsimile: 954-613-5901
Attention: Richard H. Bergman, Esq.

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.3 Entire Agreement. This Agreement together with the articles of merger constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.5 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.6 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

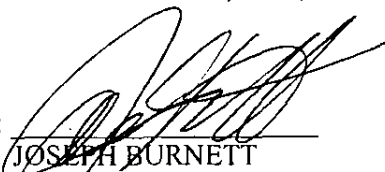
4.9 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in

accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The state and federal courts located in Broward County, Florida have the exclusive jurisdiction to hear any and all disputes arising from or related to the Agreement.

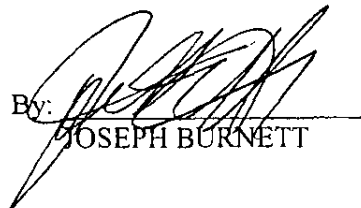
4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

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

BURNAC PRODUCE, INC., a Florida corporation

By: 
JOSEPH BURNETT
As its: President

MARBURN CORPORATION, a California corporation

By: 
JOSEPH BURNETT
As its: President