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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 942941 7918422

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 70

ORDER DATE : December 27, 2013

ORDER TIME : 4:0 PM

ORDER NO. : 942941-005

CUSTOMER NO: 7918422

ARTICLES OF MERGER

OSPREY BUILDING MATERIALS,
INC.

INTO

ATLANTIC ACQUISITION CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XXX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

eFF
12/31

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>Atlantic Acquisition Corp.</u>	<u>Delaware</u>	<u>F05000005048</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>Osprey Building Materials, Inc.</u>	<u>Florida</u>	<u>F41468</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 13 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/11/13

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/11/13

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Atlantic Acquisition Corp.

Gary P. Hickman

Gary P. Hickman, Assistant Secretary

Osprey Building Materials, Inc.

Gary P. Hickman

Gary P. Hickman, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*") is made and entered into on December 30, 2013, and shall be effective as of December 31, 2013 (the "*Effective Date*"), pursuant to the Florida Business Corporation Act and the Delaware General Corporation Law (the "*Statutes*") by and between Atlantic Acquisition Corp., a Delaware corporation ("*Atlantic*") and Osprey Building Materials, Inc., a Florida corporation ("*Osprey*").

WITNESSETH:

WHEREAS, Osprey is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida;

WHEREAS, Atlantic is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware;

WHEREAS, Osprey is a wholly owned subsidiary of Atlantic;

WHEREAS, the Boards of Directors and shareholders of Osprey and Atlantic have authorized and approved the merger of Osprey with and into Atlantic subject to and upon the terms and conditions of this Merger Agreement (the "*Merger*") and have approved this Merger Agreement and directed that it be executed by the undersigned officers; and

WHEREAS, it is the intention of Osprey and Atlantic that the Merger shall be a tax-free reorganization within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*").

NOW, THEREFORE in consideration of the premises, which are hereby incorporated into the terms hereof, and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the merger, the mode of effectuating the same, and other details and provisions that are deemed desirable, the parties have agreed and do hereby agree, subject to the terms and conditions set forth as follows:

ARTICLE I TERMS OF MERGER

1.1 MERGER. At the Effective Time of the Merger (as hereinafter defined), in accordance with the provisions of the Statutes, Osprey shall be merged with and into Atlantic (at times referred to herein as the "*Surviving Company*") upon the terms and conditions set forth in the subsequent provisions of this Merger Agreement, with Atlantic surviving. From and after the Effective Time, the Surviving Company shall have the name "Atlantic Acquisition Corp."

1.2 APPROVAL OF SHAREHOLDERS AND DIRECTORS. This Merger Agreement has been submitted to and approved by the respective shareholders and directors of Osprey and Atlantic as provided by the Statutes. Provided this Merger Agreement is not terminated and abandoned pursuant to the provisions hereof, Certificates of Merger shall be filed in accordance with the applicable provisions of the Statutes.

1.3 FILINGS AND EFFECTIVENESS. As soon as practicable following the date of execution hereof, Osprey and Atlantic will cause Certificates of Merger along with any other required document to be filed with the Secretary of State of the State of Delaware pursuant to Delaware law and a Certificate of Merger along with any other required document to be filed with the Secretary of State of the State of Florida pursuant to Florida law. The Merger shall become effective upon the occurrence of each of the following actions:

(a) All of the conditions precedent to the consummation of the Merger specified in this Merger Agreement shall have been satisfied or duly waived; and

(b) Executed Certificate of Merger providing for an effective time of 12 a.m. on December 31, 2013 and meeting the requirements of the applicable state statutes shall have been filed with the applicable secretary of State (the State of Delaware and State of Florida) and said Secretary of States shall have accepted such Certificates of Merger, and the Surviving Company shall have performed all other requirements of the Statutes. The date and time when the Merger shall become effective, as aforesaid, is herein called the "*Effective Time*."

1.4 EFFECT OF MERGER - SECURITIES.

(a) As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of Osprey, all the issued and outstanding shares of common stock of Osprey shall be cancelled.

(b) As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of Atlantic, all the issued and shares of common stock of Atlantic shall continue as issued and outstanding shares of common stock of the Surviving Company.

1.5 EFFECT OF MERGER - GENERAL

At and after the Effective Time, the Merger shall be effective as provided in the applicable provisions of the Statutes. The corporate existence of Atlantic, as the Surviving Company, with all of its purposes and powers, shall continue unaffected and unimpaired by the Merger, and, as the Surviving Company, it shall be governed by the Statutes and succeed to all rights, assets, liabilities and obligations of Osprey in accordance with the Statutes. Without limiting the generality of the foregoing, and

subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of Osprey and Atlantic shall vest in the Surviving Company, and all debts, liabilities and duties of Osprey and Atlantic shall become the debts, liabilities and duties of the Surviving Company. The separate corporate existence of Osprey shall cease at the Effective Time, with Atlantic continuing as the Surviving Company of the Merger.

1.6 CERTIFICATE OF INCORPORATION OF SURVIVING COMPANY. The Certificate of Incorporation of Atlantic shall become the Certificate of Incorporation of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

1.7 BY-LAWS OF SURVIVING COMPANY. The By-laws of Atlantic shall become the By-laws of the Surviving Company until altered, amended or repealed as provided in the By-laws or as provided by applicable law.

1.8 OFFICERS OF SURVIVING COMPANY. The officers of Atlantic shall be the officers of the Surviving Company until their respective successors are duly elected and qualified.

ARTICLE II CONDITIONS TO MERGER

The obligations of Osprey to consummate the Merger are subject to satisfaction of the following conditions:

2.1 AUTHORIZATION. The holders of at least a majority of the shares of each class of capital stock of Osprey entitled to vote thereon shall have approved this Merger Agreement and the Merger. All necessary action shall have been taken to authorize the execution, delivery and performance of this Merger Agreement by Osprey.

ARTICLE III GENERAL PROVISIONS

3.1 BINDING AGREEMENT. This Merger Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Merger Agreement may not be assigned by any party without the written consent of the other party.

3.2 AMENDMENTS. The board of directors of Osprey and the board of directors of Atlantic may amend this Merger Agreement at any time prior to the filing of Certificate of Merger with the Secretary of State of the State of Delaware and the Certificate of Merger with the Secretary of State of Florida, provided that an amendment made subsequent to the adoption of this Merger Agreement by either the shareholders of Osprey or Atlantic shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of

all or any of the shares of any class or series thereof of Osprey or Atlantic, (ii) alter or change any term of the Certificate of Incorporation or By-laws of the Surviving Company, or (iii) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class or series of units of capital stock of Osprey or Allied.

3.3 FURTHER ASSURANCES. From time to time, as and when required by Atlantic or by its successors or assigns, there shall be executed and delivered on behalf of Osprey such deeds and other instruments, and there shall be taken or caused to be taken by Atlantic such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by the Statutes the title to and possession of all the property, rights, privileges, powers, franchises, assets, immunities and authority of Osprey and otherwise to carry out the purposes of this Merger Agreement. The officers and board of directors of Atlantic are fully authorized in the name and on behalf of Osprey or otherwise to take any and all such action and to execute and deliver any and all such deeds or other instruments.

3.4 ABANDONMENT. At any time before the Effective Date of the Merger, this Merger Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by either the board of directors of Osprey, or Atlantic or by both, by the adoption of appropriate resolutions and written notification thereof to the other party to the Merger, notwithstanding the approval of this Merger Agreement by the shareholders of Osprey or Atlantic, or by both. In the event of the termination of this Merger Agreement and the abandonment of the Merger pursuant to the provisions of this section, this Merger Agreement shall become void and have no effect, without any liability on the part of either Osprey or its shareholders or Atlantic or its shareholders in respect thereof.

3.5 GOVERNING LAW. This Merger Agreement shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Statutes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Merger Agreement to be signed in its name by its duly authorized officer as of the date first written above.

Atlantic Acquisition Corp., a Delaware corporation

By: Gary P. Hickman
Name: Gary P. Hickman
Title: Assistant Secretary

Osprey Building Materials, Inc., a Florida corporation

By: Gary P. Hickman
Name: Gary P. Hickman
Title: Assistant Secretary