

# F98000001778

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Requestor's Name

660 East Jefferson Street

Address

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City

State

Zip

Phone

**CORPORATION(S) NAME**

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-03/30/98--01018--020

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\*\*\*\*\*52.50 \*\*\*\*\*52.50

EFFECTIVE DATE

3/31/98

*Marcone Appliance Parts Center, Inc.*  
*into: Mar-Cone Appliance Parts Co.*

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Name Registration

☐ Change of R.A.

☐ Fictitious Name

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3/30

*merger*  
*SP*

ARTICLES OF MERGER

OF

MARCONE APPLIANCE PARTS CENTER, INC.  
(Subsidiary Corporation)

INTO

MAR-CONE APPLIANCE PARTS CO.  
(Parent Corporation)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

98 MAR 30 PM 1:21

EFFECTIVE DATE  
3/31/98

Pursuant to Section 607.1104 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

**FIRST:** MAR-CONE APPLIANCE PARTS CO. is a corporation organized under the laws of the State of Missouri owning at least 80 percent of the shares of MARCONE APPLIANCE PARTS CENTER, INC. a corporation organized under the laws of the State of Florida.

**SECOND:** The following Plan of Merger was adopted on January 2, 1998 by the board of directors of MAR-CONE APPLIANCE PARTS CO.

See Plan and Agreement of Merger (Exhibit A) attached.

**THIRD:** The pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates therefor is provided for as follows:

See Plan and Agreement of Merger (Exhibit A) attached.

**FOURTH:** Shareholders of the subsidiary who, except for the applicability of Section 607.1104 F.S., would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 F.S., may be entitled, if they comply with the provisions of this Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

**FIFTH:** A copy or summary of the Plan of Merger was mailed by the parent corporation on the 2nd day of January, 1998, to each shareholder of the subsidiary who did not waive the mailing requirement in writing.

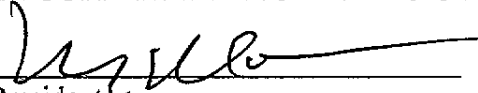
**SIXTH:** The effective date of the merger is March 31, 1998.

**SEVENTH:** The amendments, if any, to the Articles of Incorporation of the parent corporation are as follows:

None

Signed this 26<sup>th</sup> day of March 1998.

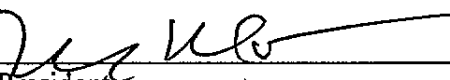
**MAR-CONE APPLIANCE PARTS CO.**

By:   
President

Mitchell Markow

President

**MARCONE APPLIANCE PARTS CENTER, INC.**

By:   
President

Mitchell Markow

President

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is made pursuant to the General and Business Corporation Law of the State of Missouri and the Business Corporation Act of the State of Florida, between Mar-Cone Appliance Parts Co., a Missouri corporation ("Mar-Cone"), and Marcone Appliance Parts Center, Inc., a Florida corporation ("Center") and wholly-owned subsidiary of Mar-Cone.

### RECITALS

1. Mar-Cone and Center desire to merge into a single corporation.

2. Mar-Cone had its Articles of Incorporation filed in the office of the Secretary of State of Missouri on March 28, 1957. It has an authorized capital stock of Three Thousand (3,000) shares of common stock of One Hundred and 00/100 (\$100.00) each par value. One Thousand Eight Hundred One and Two-Thirds (1,801- $\frac{2}{3}$ ) shares of common stock are now issued and outstanding.

3. Center had its Articles of Incorporation filed in the office of the Department of State of Florida on January 4, 1963. It has an authorized capital stock consisting of one hundred (100) shares of no par value common stock. Fifty (50) shares of common stock are now issued and outstanding.

Mar-Cone and Center, parties to this Agreement, in consideration of the mutual covenants, agreements, and provisions of this Agreement do hereby set forth the terms and conditions of the merger and the mode of carrying them into effect as follows:

**First:** Mar-Cone hereby merges into itself Center (Center is sometimes referred to in this Agreement as the "Merged Corporation"), and the Merged Corporation shall be and hereby is merged into Mar-Cone (the "Surviving Corporation").

**Second:** The Articles of Incorporation of Mar-Cone as in effect on the date of the merger provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

**Third:** The manner of converting the outstanding shares of the capital stock of each of Mar-Cone and the Merged Corporation into the shares of other securities of the Surviving Corporation shall be as follows:

(a) Each share of common stock of Mar-Cone which shall be issued and outstanding on the effective date of this Agreement shall remain issued and outstanding.

(b) Each share of common stock of the Merged Corporation which shall be issued and outstanding on the effective date of this Agreement, and all rights in respect thereof, shall forthwith be cancelled.

**Fourth:** The terms and conditions of the merger are as follows:

(a) The Bylaws of Mar-Cone as they shall exist on the effective date of this Agreement shall be and remain the Bylaws of the Surviving Corporation until they are altered, amended, or repealed as therein provided.

(b) The directors and officers of Mar-Cone shall continue in office as the directors and officers of the Surviving Corporation until the next annual meeting of stockholders and until their successors shall have been elected and have qualified.

(c) This merger shall become effective on March 31, 1998.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description and the liabilities of the Merged Corporation shall be transferred to, vested in, and shall devolve upon and be assumed by the Surviving Corporation without further act or deed, and all property, rights, and every other interest of Mar-Cone and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Merged Corporation and Mar-Cone, respectively. The Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or 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 action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Merged Corporation and the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

**Fifth:** All costs incurred in carrying out the merger shall be borne by the Surviving Corporation.

**Sixth:** Shareholders of Center who, except for the applicability of Section 607.1104 F.S., would be entitled to vote, and who dissent from the merger pursuant to Section 607.1320 F.S., may be entitled to, if they comply with the provisions of the Florida Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

**Seventh:** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of Mar-Cone or the Merged Corporation at any time prior to the date of filing the Agreement with the Secretary of State of Missouri. This Agreement may be amended by the Board

of Directors of Mar-Cone and the Merged Corporation at any time prior to the date of filing the Agreement with the Secretary of State of Missouri by an agreement in writing.

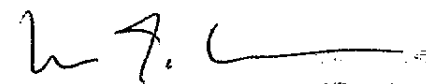
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and Shareholders have caused this Agreement to be executed by the President and attested by the Secretary of each of them as the respective act, deed, and agreement of that corporation on the 2nd day of January, 1998.

(SEAL) *None*

MAR-CONE APPLIANCE PARTS CO.

By:   
Mitchell D. Markow, President

ATTEST:

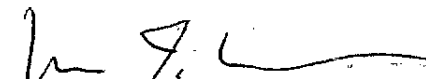
By:   
Malcolm J. Klearman, Secretary

(SEAL) *None*

MARCONE APPLIANCE PARTS CENTER,  
INC.

By:   
Mitchell D. Markow, President

ATTEST:

By:   
Malcolm J. Klearman, Secretary

**MARCONE APPLIANCE PARTS CENTER, INC.**

**WRITTEN CONSENT IN LIEU OF A  
SPECIAL MEETING OF THE SOLE SHAREHOLDER  
AND THE SOLE DIRECTOR**

January 2, 1998

The undersigned, being the sole Shareholder and the sole Director of Marcone Appliance Parts Center, Inc., a Florida corporation (the "Corporation"), does hereby take the following actions without a meeting, as set forth in the following resolutions, as if taken at a special meeting of the sole Shareholder and the sole Director of said corporation:

**RESOLVED**, that in the judgment of the Board of Directors of the Corporation, it is deemed advisable and for the benefit of the Corporation that it should be merged with Mar-Cone Appliance Parts Co., a Missouri corporation; and

**FURTHER RESOLVED**, that a plan of merger be, and it hereby is, formulated to effect such transaction in accordance with the following resolutions; and

**FURTHER RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to file a Plan and Agreement of Merger with the Secretary of State of the State of Florida and to execute all documents as may be necessary or desirable to effect the merger of the Corporation with Mar-Cone Appliance Parts Co.; and

**FURTHER RESOLVED**, that, pursuant to the merger, the assets and liabilities of the Corporation, including cash and furniture and fixtures, be merged into Mar-Cone Appliance Parts Co.; and

**FURTHER RESOLVED**, that the actions provided for in the foregoing Resolutions providing for the merger of the Corporation be commenced immediately and that the merger of the Corporation be completed on or about March 31, 1998; and

**FURTHER RESOLVED**, that the Plan and Agreement of Merger attached hereto as Exhibit A between the Corporation and Mar-Cone Appliance Parts Co., a Missouri corporation, be, and hereby is, approved; and



**FURTHER RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to pay all such fees and taxes and to do or cause to be done such further acts or things as they may deem necessary or proper in order to carry out the merger of the Corporation and fully to effectuate the purposes of the foregoing Resolutions.

MAR-CONE APPLIANCE PARTS CO.

By:

  
Mitchell D. Markow

Being the Sole Shareholder  
of the Corporation

  
Mitchell D. Markow

Being the Sole Director  
of the Corporation