

H39288

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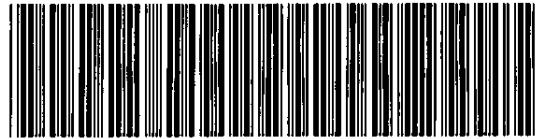
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18 APR 27 AM 8:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2018 APR 27 AM 10:55

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

R. WHITE

APR 30 2018

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 183693 4311863

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 70.00

ORDER DATE : April 26, 2018

ORDER TIME : 9:26 AM

ORDER NO. : 183693-010

CUSTOMER NO: 4311863

ARTICLES OF MERGER

THE CONNECTION, A  
TELEMARKETING COMPANY

INTO

RB MANAGEMENT, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS: \_\_\_\_\_

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

SUBJECT: RB Management, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

**Contact Person**

Firm/Company

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Address

City/State and Zip Code \_\_\_\_\_

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

For further information concerning this matter, please call:

Riki McGettigan At (215) 569-5395  
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED

18 APR 27 AM 8:05

SECRETARY OF STATE  
FLORIDA

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)
RB Management, Inc.	Pennsylvania	2612275

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Connection, A Telemarketing Company	Florida	H39288

**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** 04 / 28 / 2018 (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.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**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 04/26/2018.

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 04/26/2018.

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

RB Management, Inc.

x  $\sqrt{k}$


Thos J. Knoblauch, Secretary

### The Connection.

AK

Thos J. Knobland Secretary

a Telemarketing Company



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## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is effective as of the 28<sup>th</sup> day of April, 2018, by and between RB Management, Inc., a Pennsylvania corporation ("RB") and The Connection, a Telemarketing Company, a Florida corporation ("The Connection").

### **BACKGROUND**

- A. RB was incorporated in the Commonwealth of Pennsylvania on December 15, 1994; and
- B. The Connection was incorporated in the State of Florida on January 23, 1984; and
- C. The respective shareholders and the members of the Boards of Directors of the foregoing named corporations have determined that it is desirable and in the best interests of each corporation that The Connection be merged with and into RB in accordance with the terms and subject to the conditions of this Agreement and Plan of Merger and subject to applicable laws; and
- D. The merger contemplated hereby has been approved by the respective shareholders and members of the Boards of Directors of the foregoing corporations.

NOW, THEREFORE, in consideration of the mutual agreements and conditions contained herein and intending to be legally bound, the parties hereby agree as follows:

#### **1. Merger.**

(a) On the Effective Date (as hereinafter defined), The Connection shall be merged with and into RB (the "Merger") and RB shall be the entity surviving the merger and shall retain its current corporate name (RB is also sometimes referred to herein as the "Surviving Corporation").

(b) On the Effective Date, The Connection shall cease to exist and thereafter its properties, business, assets, and liabilities, if any, shall become the properties, business, assets and liabilities of RB as the Surviving Corporation and RB shall continue to exist as a corporation under the laws of the Commonwealth of Pennsylvania.

#### **2. Articles of Incorporation; Bylaws; and Directors and Officers of the Surviving Corporation.**

(a) The Articles of Incorporation of RB on the Effective Date shall be and remain the Articles of Incorporation of the Surviving Corporation unless and until otherwise amended or modified.

(b) The Bylaws of the Surviving Corporation on the Effective Date shall be and remain the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

(c) The directors and officers in office of the Surviving Corporation on the Effective Date shall be the directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

#### **3. Articles of Incorporation; Bylaws of The Connection.**

(a) The Articles of Incorporation of The Connection on the Effective Date shall be void and of no further force or effect.

(b) The Bylaws of The Connection on the Effective Date shall be void and of no further force or effect.

4. Cancellation of Securities on Merger.

(a) On the Effective Date, all of the issued and outstanding capital stock of The Connection shall, by virtue of the Merger and without any action on the part of any holder of such shares of capital stock, be automatically cancelled, retired and cease to exist and no cash, stock or other property shall be delivered in exchange therefor.

(b) On the Effective Date, to the extent there are any issued (but not outstanding) shares of stock of The Connection held as treasury shares, such shares shall also be automatically cancelled, retired and cease to exist and no cash, stock or other property shall be delivered in exchange therefor.

(c) On the Effective Date, each stock certificate representing the capital stock of The Connection immediately prior to the Effective Date shall on and after the Effective Date be deemed, automatically and for all purposes, to be void and cancelled and the issued and outstanding shares of the capital stock of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Date shall continue to represent one issued share of the Surviving Company.

(d) On the Effective Date, the Surviving Corporation shall succeed and possess all the assets, rights, privileges, immunities, powers, purposes and franchises of The Connection and shall be subject to all obligations, restrictions and liabilities of The Connection without further act or deed.

5. Effective Date. The Merger shall be effective as of the date set forth in the Articles of Merger as filed with the Florida Department of State and the Statement of Merger as filed with the Commonwealth of Pennsylvania Department of State in accordance with the terms and provisions set forth therein (the "Effective Date").

6. Miscellaneous.

(a) Assignment and Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, administrators, personal representatives, successors and assigns of the parties hereto.

(b) Entire Agreement; Amendment; Waiver. This Agreement, together with the Articles of Merger as filed with the Florida Department of State and the Statement of Merger as filed with the Commonwealth of Pennsylvania Department of State, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. This Agreement shall not be amended or modified except by a written instrument duly executed by each of the parties hereto.

(c) Further Acts. To carry out this Agreement and Plan of Merger, upon approval hereof, the officers of The Connection and RB, respectively, shall be vested with full authority to perform all such further acts and to execute any and all agreements, papers and documents necessary or proper in order to give effect to and to consummate the Merger, including but not limited to the filing of the Articles of Merger with the Florida Department of State Division of Corporations and the Statement of Merger filed with the

Commonwealth of Pennsylvania Department of State Bureau of Corporations effectuating the Merger and filing any other certificates and documents that may be required by the State of Florida and the Commonwealth of Pennsylvania to effectuate the Merger.

(d) Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (which deliveries may be made by .pdf or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

(e) Law to Govern; Jurisdiction. This Agreement is made under, and shall be construed and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. In any action between or among any of the parties, whether arising out of this Agreement, any of the agreements or transactions contemplated hereby, or otherwise, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Commonwealth of Pennsylvania.

(f) Severability. If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, to the maximum extent permissible, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

(g) Termination. This Agreement and Plan of Merger may be terminated at any time prior to the Effective Date by the mutual agreement of the Boards of Directors of The Connection and RB.

*[Remainder of Page Left Blank Intentionally]*



IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

**RB**

RB MANAGEMENT, INC.



By: \_\_\_\_\_  
Name: Thomas J. Knoblauch  
Title: Secretary

**THE CONNECTION**

THE CONNECTION, A TELEMARKETING  
COMPANY



By: \_\_\_\_\_  
Name: Thomas J. Knoblauch  
Title: Secretary

[Signature Page to Agreement and Plan of Merger]