

J23166

(Requestor's Name)

(Address)

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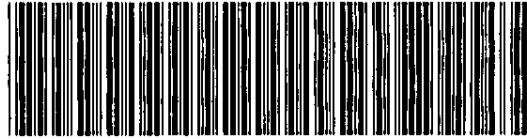
(Business Entity Name)

(Document Number)

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merger

JAN 19 2016

R. WHITE

FILED
16 JAN 15 PM 9:14
SECRETARY OF STATE
TALLAHASSEE FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BELL CHEMICAL, CORP.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Laura J. Cohen, Esq.

Contact Person

Bennardo Levine LLP

Firm/Company

1860 NW Boca Raton Blvd.

Address

Boca Raton, FL 33432

City/State and Zip Code

ljcohen@bennardolevine.com

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

For further information concerning this matter, please call:

Laura J. Cohen, Esq.

Name of Contact Person

At (561) 392-8074

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)

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SECRETARY OF STATE

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)
BELL CHEMICAL, CORP.	FLORIDA	J23166

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BELL CHEMICAL DISTRIBUTORS, INC.	FLORIDA	693234

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 ____ / ____ / ____ (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 01/13/2016.

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 01/13/2016.

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)

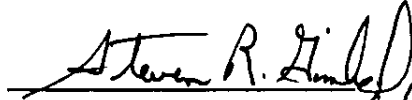
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

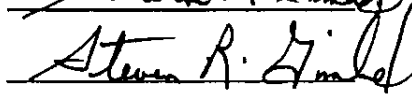
Typed or Printed Name of Individual & Title

Bell Chemical, Corp.



Steven R. Gimbel, President

Bell Chemical Distributors, Inc.



Steven R. Gimbel, President

AGREEMENT AND PLAN OF MERGER

THIS PLAN OF MERGER (hereinafter this "Plan") by and between **BELL CHEMICAL DISTRIBUTORS, INC., a Florida corporation** with a principal address of 1420 NW 2nd Avenue, Suite 7, Boca Raton, Florida 33432 (hereinafter the "Merging Corporation") and **BELL CHEMICAL, CORP., a Florida corporation** with a principal address of 1420 NW 2nd Avenue, Suite 7, Boca Raton, Florida 33432 (hereinafter the "Surviving Corporation") is dated this 13th day of January, 2016 (the "Effective Date").

WITNESSETH:

WHEREAS, the Merging Corporation is a corporation in good standing organized under the laws of the State of Florida on June 30, 1981 and has been assigned Florida Document No. 693234; and

WHEREAS, the Surviving Corporation is a corporation in good standing organized under the laws of the State of Florida on July 9, 1986 and has been assigned Document No. J23166; and

WHEREAS, the Merging Corporation intends to merge into the Surviving Corporation in accordance with section 607.1101 of the Florida Business Corporation Act (hereinafter the "Act") and the terms and conditions of this Plan; and

WHEREAS, in accordance with the provisions of the Act, the directors and shareholders of the Merging Corporation and the Surviving Corporation have consented to this Plan;

NOW THEREFORE, in exchange of the mutual promises and conditions as set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. CONSENT AND APPROVAL OF PLAN

1.1 Director Approval. In accordance with the Act, the Merging Corporation and the Surviving Corporation's Board of Directors has approved, authorized and ratified this Plan by Unanimous Written Consent of the Sole Director in Lieu of a Special Meeting dated January 13, 2016.

1.2 Shareholder Approval. In accordance with the Act, the sole Shareholder of each of the Merging Corporation and the Surviving Corporation has approved, authorized and ratified this Plan by Written Consents of the Sole Shareholder in Lieu of a Special Meeting; both consents are dated January 13, 2016.

ARTICLE 2. MERGER OF ENTITIES

2.1 Merger; Survival. Effective upon the filing of the Articles of Merger, the Merging Corporation shall be merged with and into the Surviving Corporation (hereinafter the

"Merger"). The Merging Corporation shall thereafter terminate and cease existence. The Surviving Corporation shall continue in existence as the surviving corporation of the Merger.

2.2 Existence after Merger. Upon the filing of the Articles of Merger, the Surviving Corporation shall continue to exist and shall be affected as provided by the Act. The Merging Corporation shall cease to exist and shall be affected as provided by the Act.

2.3 Governing Documents. The Surviving Corporation's Articles of Incorporation filed with the Florida Department of State on July 9, 1986 shall continue to serve as the Surviving Corporation's Articles of Incorporation and they Bylaws of the Surviving Corporation shall continue to serve as the Surviving Corporation's bylaws upon consummation of the Merger.

2.4 Directors. The current sole Director of the Surviving Corporation, to wit, Steven R. Gimbel, shall remain the sole Director of the Surviving Corporation.

2.5 Officers. The current sole Officer of the Surviving Corporation, to wit, Steven R. Gimbel, shall remain the sole Officer of the Surviving Corporation.

ARTICLE 3. SHARES OTHER SECURITIES UPON MERGER

3.1 Manner and Basis of Conversion of Shares. On the Effective Date and by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of the Merging Corporation common stock, par value \$1.00 per share ("Merging Corporation Common Stock"), issued and outstanding immediately prior to the Effective Date shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of Surviving Corporation common stock, par value \$1.00 per share ("Surviving Corporation Common Stock"). After the Effective Date, the Surviving Corporation shall reflect in its stock ledger the number of shares Surviving Corporation Common Stock to which each shareholder of the Merging Corporation is entitled pursuant to the terms hereof. Upon the Merger, without any further action of either entity, all of the outstanding shares of the Merging Corporation shall be converted into shares of the Surviving Corporation.

3.2 Manner and Basis of Conversion of Other Securities. Upon the Merger, without any further action of either entity, all options, warrants and other securities exercisable or exchangeable for, or convertible into the Merging Corporation or Surviving Corporation's shares or other securities shall be cancelled without any conversion thereof or payment or distribution therefor.

ARTICLE 4. NOTICE AND FILING

4.1 Notice of Plan. In accordance with section 607.1103 of the Act, the Director of the Surviving Corporation and the Director of the Merging Corporation shall provide notice to all of their respective shareholders of the Plan and of the approvals as set forth in Article 1 in the event that the written consent in lieu of a meeting approving the Plan was not unanimous of the shareholder of the Merging Corporation or Surviving Corporation.

4.2 Notice under Plan. All notices, requests, demands and other communications between the parties of the Plan shall be in writing to the addresses as set forth above and shall be deemed to have been duly given on the date of service if served personally, or by commercial messenger or courier service or via facsimile (with acknowledgement of complete transmission) on the party to whom notice is to be given.

4.3 Articles of Merger. The Merging Corporation and the Surviving Corporation shall execute and file with the Florida Department of State Articles of Merger in accordance with the Act and shall pay all applicable filing fees necessary to effectuate the filing of the Articles of Merger.

ARTICLE 5. OTHER PROVISIONS

5.1 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

5.2 Entire Agreement; Modification; Waiver. This Agreement and the exhibits hereto constitute the entire agreement among the parties pertaining to the subject matter contained in it and supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

5.3 Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5.4 Severability. If any provision of this Plan shall to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly to retain the intent of the parties. If such modification is not possible, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

5.5 Exhibits. The exhibits to this Plan are a part of this Plan as if set forth in full herein and any references to the Plan herein are understood by the parties to include reference to the exhibits.

5.6 Parties in Interest. Nothing in this Plan, whether express or implied, is intended to confer any rights or remedies under or by reason of this Plan on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Plan intended to relieve or discharge the obligation or liability of any third persons to any party to this Plan unless expressly set forth herein, nor shall any provision give any third persons any right of subrogation or action over against any party hereto.

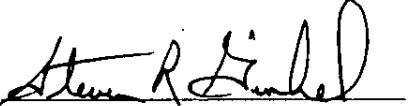
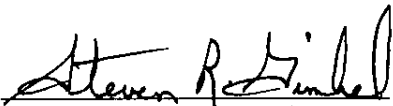
5.7 Binding. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.8 Further Assurances. The Merging Corporation and the Surviving Corporation agree to take such action and to execute and deliver such documents and instruments as either party may reasonably request in order to effectuate the terms of this Plan, and the parties shall fully cooperate with one other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Plan.

5.9. Law and Jurisdiction. This Plan shall be construed in accordance with, and governed by, the laws of the State of Florida, without giving effect to conflicts of laws principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The parties irrevocably consent to and confer personal jurisdiction and venue exclusively on the courts within Palm Beach County of the State of Florida and expressly waive any objections as to venue in any of such courts.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties to this Plan have duly executed it as of the day and year first above-written.

MERGING CORPORATION	SURVIVING CORPORATION
BELL CHEMICAL DISTRIBUTORS, INC. By:  Steven R. Gimbel, President	BELL CHEMICAL, CORP. By:  Steven R. Gimbel, President