

Division of Corporations

LD5000035778

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

REFRAMERICA LLC

Certificate of Status	0
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\$60.00

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. Reframerica LLC 26128 Fawnwood Court Bonita Springs, FL 34134	Florida	
Florida Document/Registration Number: LG5000635778		FBI Number: 26-0113865
2. Reframerica, Inc. 205 Sunset Drive, Suite 205 Butler, PA 16001	Pennsylvania	
Florida Document/Registration Number:		FBI Number: 25-1701028
3.		
Florida Document/Registration Number:		FBI Number:
4.		
Florida Document/Registration Number:		FBI Number:

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
<u>Refremerica, LLC</u> <u>26128 Prawnwood Court</u> <u>Bonita Springs, FL 34134</u>	<u>Florida</u>	
Florida Document/Registration Number: <u>L05000035718</u>		FBI Number: <u>26-8113856</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1102, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

Name

Reframerica LLC
Reframerica, Inc.

Jurisdiction

Florida
Pennsylvania

SECOND: The exact name and jurisdiction of the surviving party are as follows:

Name

Reframerica LLC

Jurisdiction

Florida

THIRD: The terms and conditions of the merger are as follows:

See attached.

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

See attached.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

See attached.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)
N/A

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Richard M. Mosci 26128 Fawnwood Court, Bonita Springs, FL 34134
D. Michael Hartley 26128 Fawnwood Court, Bonita Springs, FL 34134

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

See attached.

EIGHTH: Other provisions, if any, relating to the merger:

See attached.

(A each additional sheet(s) if necessary)

PLAN AND AGREEMENT OF MERGER

**BY MERGER OF
REFRAMERICA, INC.
(a Pennsylvania Corporation)**

WITH AND INTO

**REFRAMERICA LLC
(a Florida limited liability corporation)**

This is a Plan and Agreement of Merger between Reframerica, Inc., a Pennsylvania corporation (the merging corporation) and Reframerica LLC (a Florida limited liability corporation, (the surviving corporation).

ARTICLE 1 PLAN OF REORGANIZATION

Plan Adopted

- 1.01 A plan and Agreement of Merger of Reframerica, Inc., and Reframerica LLC pursuant to the provisions of Title 15, Section 1921 through 1930 of the Pennsylvania Business Corporation Law and Section 368(a)(1)(A) of the Internal Revenue Code is adopted as follows:
- A. Reframerica, Inc., shall be merged with and into Reframerica LLC, to exist and be governed by the laws of Florida.
 - B. The name of the Surviving Corporation shall be Reframerica LLC
 - C. When this Agreement shall become effective, the separate existence of Reframerica, Inc., shall cease and Reframerica LLC shall succeed, without other transfer, to all the rights and property of Reframerica, Inc., and shall be subject to all the debts and liabilities of the Merging corporation in the same manner as if Reframerica had itself incurred them. All rights of creditors and all liens in the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
 - D. Reframerica LLC will carry on business with the assets of Reframerica, Inc., as well as with the assets of Reframerica LLC
 - E. The shareholders of Reframerica, Inc., will surrender all of their shares in the manner hereinafter set forth.

- F. In exchange for the shares of Reframerica, Inc., surrendered by its shareholders, the Surviving Corporation will issue and transfer to the shareholders on the basis set forth in Article 4 below shares of its stock.
- G. The shareholders of Reframerica LLC ., will retain their shares as shares of Reframerica LLC ..
- H. The Articles of Incorporation of Reframerica LLC . as existing on the effective date of the merger shall continue in full force as the Articles of Incorporation of Reframerica LLC . until altered amended or repealed as provided in the Articles of by law.

Effective Date

- 1.02 The Effective Date of the merger shall be the date when the articles of merger are filed by the Department of State of the Commonwealth of Pennsylvania or Florida, whichever shall happen last.

ARTICLE 2 REPRESENTATION AND WARRANTIES OF CONSTITUENT CORPORATIONS

Reframerica, Inc.

- 2.01 As a material inducement to Reframerica, LLC . to execute this Agreement and perform its obligations under this Agreement, Reframerica, Inc., represents and warrants to surviving corporation as follows:
- A. Reframerica, Inc., is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania with corporate owner and authority to own property and carry on its business as it is now being conducted. Reframerica, Inc., is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.
 - B. Reframerica, Inc., has an authorized capitalization of \$1,000 divided into 1,000 shares of common stock, each of \$1.00 par value of which 1,000 shares are validly issued and outstanding, fully paid and nonassessable on the date of this Agreement.
 - C. Reframerica, Inc., has furnished Surviving Corporation with the audited balance sheet of Reframerica, Inc., as of the date of this Agreement and the related audited statement of income for the twelve months then ended. These financial statements (i) are in accordance with the books and records of Reframerica, Inc.,; (ii) fairly present the financial condition of Reframerica, Inc., as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis

consistent with prior accounting period; and (ii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise and whether due or to become due) of Reframerica, Inc., at the Balance Sheet Date and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

- D. All required federal, state and local tax returns of Reframerica, Inc., have been accurately prepared and duly and timely filed and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Reframerica, Inc., has not been delinquent in the payment of any tax or assessment.

Reframerica LLC

- 2.02 As a material inducement to the Reframerica, Inc., to execute this Agreement and perform its obligations under this Agreement, Reframerica, LLC, represents and warrants to Reframerica, Inc., as follows:

- A. Reframerica LLC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with corporate owner and authority to own property and carry on its business as it is now being conducted. Reframerica LLC is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.
- B. Reframerica LLC, has an authorized capitalization of \$1,000 divided into 1,000 shares of common stock, each of \$1.00 par value. As of the date of this Agreement, 500 shares are validly issued and outstanding, fully paid and nonassessable.

Securities Law

- 2.03 The parties mutually will arrange for and manage all necessary procedures under the requirements of federal and Pennsylvania securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities or to take full advantage of any appropriate exemptions from registration and to otherwise be in accord with all anti-fraud restrictions in this area.

**ARTICLE 3
COVENANTS, ACTIONS AND OBLIGATIONS
PRIOR TO THE EFFECTIVE DATE**

Submission to Shareholders and Filing

- 3.01 This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner required by and provided for by the laws of the Commonwealth of Pennsylvania and the State of Florida respectively.

Conditions Precedent to Obligations

- 3.02 Exception as may be expressly waived in writing by Reframerica, Inc., all of the obligations of Reframerica, Inc., are subject to the satisfaction, prior to or on the Effective Date of each of the following conditions:

The representations and warranties made by Reframerica, LLC, to Reframerica, Inc., in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Reframerica, Inc., shall have discovered any material error, misstatements or omissions in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Reframerica, Inc., and shall either correct the error, misstatement or omission or obtain a written waiver from Reframerica, Inc.

**ARTICLE 4
MANNER OF CONVERTING SHARES**

Manner

- 4.01 The holders of shares of Reframerica, Inc., shall surrender their shares to the secretary of Reframerica, LLC, promptly after the Effective Date in exchange for shares of Reframerica, LLC, to which they are entitled.

Basis

- 4.02 Each shareholder of Reframerica, Inc., shall be entitled to receive 50 shares of common stock of Reframerica, LLC; each of \$1.00 per value, being 10 percent of the total outstanding shares of Reframerica, LLC to be distributed on the basis of .10 shares of Reframerica, LLC, common stock for each share of common stock of Reframerica, Inc.

**ARTICLE 5
INTERPRETATION AND ENFORCEMENT**

Controlling Law

5.01 The validity, interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Executed on the 15th day of SEPTEMBER, 2005.

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

REFRAMERICA, INC.

By [Signature]
Ricardo A. Mosci
President

By [Signature]
D. Michael Hartley
Secretary

REFRAMERICA, LLC

By [Signature]
Ricardo A. Mosci
Member

By [Signature]
D. Michael Hartley
Member

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