

L08877

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H15000131440 3)))



H150001314403ABCT

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380
From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)205-8842
Fax Number : (850)878-5368

Eff. 6-5-15

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address:

MERGER OR SHARE EXCHANGE
Millbrook, Inc

Table with 2 columns: Item and Value. Rows include Certificate of Status (0), Certified Copy (0), Page Count (07), and Estimated Charge (\$70.00).

RECEIVED
15 JUN -2 PM 2:03
FLORIDA DEPARTMENT OF STATE

FILED
15 JUN -2 AM 9:54
FLORIDA DEPARTMENT OF STATE

Merger

Electronic Filing Menu Corporate Filing Menu Help

6-3-15

## 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)
Millbrook, Inc.	Delaware	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Better Business Forms, Inc.	Florida	L08877

FILED  
15 JUN -2 AM 9:54

**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** 06 / 05 / 2015 (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 June 2, 2015

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 June 2, 2015

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)



## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 2, 2015 by and between MILLBROOK, INC., a Delaware corporation (the "Surviving Entity"), and BETTER BUSINESS FORMS, INC., a Florida corporation (the "Merging Entity").

### RECITALS

WHEREAS, the board of directors of the Surviving Entity and the board of directors of the Merging Entity deem it to be advisable and in the best interests of the Surviving Entity and the Merging Entity, respectively, to merge the Merging Entity with and into the Surviving Entity (the "Merger"), and to consummate the Merger upon the terms and conditions set forth herein and in accordance with the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FL Act"); and

WHEREAS, the board of directors the Surviving Entity and the board of directors of the Merging Entity have recommended the Merger and this Agreement to their respective stockholders, and the sole stockholder of the Surviving Entity and the sole shareholder of the Merging Entity have each reviewed and approved the Merger and this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and the FL Act, the Merging Entity shall be merged with and into the Surviving Entity at the Effective Time (as defined in Section 1.2 below). Upon consummation of the Merger, the separate corporate existence of the Merging Entity shall cease and the Surviving Entity shall continue as the surviving entity of the Merger under the name "Millbrook, Inc."

1.2 Effective Time. At the closing of the Merger, the parties shall file or cause to be filed (a) a Certificate of Merger with the Secretary of State of the State of Delaware in such form as is required by and executed in accordance with the relevant provisions of the DGCL and (b) Articles of Merger with the Secretary of State of the State of Florida in such form as is required by and executed in accordance with the relevant provisions of the FL Act. The effective time of the Merger contemplated by and provided for herein shall be 12:01 a.m., Eastern Standard Time, on June 5, 2015 (the "Effective Time").

1.3 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the DGCL and the FL Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges and powers of the Merging Entity shall be vested in the Surviving Entity, and all debts, liabilities and duties of the Merging Entity shall be the debts, liabilities and duties of the Surviving Entity.

1.4 Organizational Documents. The Merger shall have no effect on the organizational documents of the Surviving Entity, including, without limitation, its certificate of incorporation and its bylaws (the "Organizational Documents"), and the Organizational Documents of the Surviving Entity immediately prior to the Effective Time shall be the Organizational Documents of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

1.5 Officers of the Surviving Entity. The officers of the Surviving Entity shall be the same officers of the Surviving Entity immediately prior to the Merger, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors or additional officers are duly appointed, as the case may be.

**ARTICLE II  
TERMS AND CONDITIONS**

2.1 Manner and Basis of Converting the Shares. The manner and basis of converting the shares of the Merging Entity into the shares of the Surviving Entity, in whole or in part, into cash or other property is as follows: as of the Effective Time, each share of stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be automatically canceled and extinguished by virtue of the Merger without any action by the holder thereof, and no cash or securities or other property shall be payable in respect thereof.

2.2 Manner and Basis of Converting the Rights to Acquire Shares. The manner and basis of converting the rights to acquire the shares of the Merging Entity into the rights to acquire the shares of the Surviving Entity, in whole or in part, into cash or other property is as follows: the rights (if any) to acquire the shares of the Merging Entity as of the Effective Time, by virtue of the merger and without any action by any party or holder, shall become rights (if any) to acquire the shares of the Surviving Entity.

**ARTICLE III  
MISCELLANEOUS**

3.1 Further Assurances. At and after the Effective Time, the officers of the Surviving Entity will be authorized to execute and deliver, in the name and on behalf of the Surviving Entity and the Merging Entity, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Merging Entity, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Entity any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger.

3.2 Severability and Consequences of Invalid Terms. If any portion or provision of this Agreement is found to be void or unenforceable for any reason by a court of competent jurisdiction, such court should enforce all portions and provisions of this Agreement to the maximum extent that would have been enforceable in the original Agreement. If such portion or provision cannot be so modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions and provisions of this Agreement, which shall otherwise remain in full force and effect.

6/2/2015 2:01:41 PM From: To: 8506176380( 6/7 )

3.3 Complete Agreement. This Agreement represents the complete agreement between the parties to this Agreement regarding the subject matter hereof, and supersedes any prior existent agreements, whether oral or written.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

3.5 Amendments. Modifications of this Agreement shall not be binding, valid or enforceable unless they are approved in writing by each of the parties to this Agreement.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made and to be performed entirely within such state, without regard to its conflict of law principles that would require the application of any other law.


[Signature page follows]

6/2/2015 2:01:41 PM From: To: 8506176380( 7/7 )

**IN WITNESS WHEREOF**, the parties have caused this Agreement and Plan of Merger to be signed by their respective agents or representatives thereunto duly authorized, all as of the date first written above.

**SURVIVING ENTITY:**

MILLBROOK, INC.

By:   
Name: Brett York  
Title: President

**MERGING ENTITY:**

BETTER BUSINESS FORMS, INC.

By:   
Name: Brett York  
Title: President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]