

L09530

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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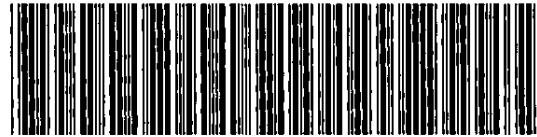
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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merger

07/02/12--01001--012 **78.75

2012 JUN 29 PM 4:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 JUN 29 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
FILED

DR
7/2/12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT:
Q Byrd, Inc., surviving corporation

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

Please return all correspondence concerning this matter to following:

Marsha E. Rule
Rutledge, Ecenia & Purnell, P.A.
119 South Monroe St., Suite 202
Tallahassee, FL 32301

For further information concerning this matter, please call:
Marsha E. Rule
850.681.6788

Enclosed:
\$78.75
(\$35.00 for each corporation plus \$8.75 charge for certified copy)

Deliver to:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

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2012 JUN 29 PM 4:45

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

Q BYRD, INC., a Florida corporation, Document No. L09530

Second: The name and jurisdiction of the merging corporation:

Q BREAD, INC., a Florida corporation, Document No. P05000089383

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date and at the time the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation: The Plan of Merger was adopted by the board of directors and approved by the shareholders of the surviving corporation on June 25, 2012.

Sixth: Adoption of Merger by surviving corporation: The Plan of Merger was adopted by the board of directors and approved by the shareholders of the merging corporation on June 25, 2012.

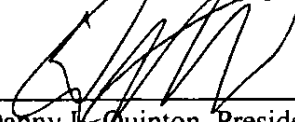
Seventh: Signatures for each corporation –

Q Bread, Inc., a Florida corporation

By: 

Danny L. Quinton, President

Q Byrd, Inc., a Florida corporation

By: 

Danny L. Quinton, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of 25 June, 2012 (this "Agreement"), is entered into by and between Q Byrd, Inc., a Florida corporation ("Q Byrd"), and Q Bread, Inc., a Florida corporation ("Q Bread"). Q Byrd and Q Bread are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Q Bread is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Q Byrd is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the respective Boards of Directors of Q Bread and Q Byrd have determined that it is advisable and in the best interests of such corporations and their stockholders that Q Bread merge with and into Q Byrd upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the respective shareholders of Q Bread and Q Byrd have approved this Agreement, by execution of written consents in accordance with Section 607.1101 of the Florida Business Corporation Act;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Q Bread and Q Byrd hereby agree as follows:

1. Merger. Q Bread shall be merged with and into Q Byrd (the "Merger") such that Q Byrd shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall be effective on the date and at the time that articles of merger are filed with the Secretary of State of the State of Florida (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of Q Byrd shall be the Certificate of Incorporation of the Surviving Corporation, and upon the consummation of the Merger, without amendment or restatement thereof, and the By-Laws of Q Byrd shall be the By-laws of the Surviving Corporation, without amendment or restatement thereof.

3. Directors. The persons who are directors of Q Byrd immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation,

without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of Q Byrd immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of Q Bread shall cease and:

(i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations;

(ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and

(iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations.

The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Q Bread shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place.

All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Q Bread, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Q Bread. The employees and agents of Q Bread shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Q Bread.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Q Bread such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Q Bread, and otherwise to carry out the purposes of this Agreement. The officers and directors of

the Surviving Corporation are fully authorized in the name and on behalf of Q Bread or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of Q Bread common stock, par value \$1.00 per share ("Q Bread Common Stock"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non assessable share of Q Byrd common stock, par value \$1.00 per share ("Q Byrd Common Stock"); (ii) each share of Q Byrd Common Stock issued and outstanding immediately prior to the Effective Time and held by Q Bread shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Q Byrd Common Stock to which each shareholder of Q Bread is entitled pursuant to the terms hereof.

8. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, Q Bread and Q Byrd have caused this Agreement to be executed and delivered as of the date first written above.

Q Bread, Inc., a Florida corporation

By: _____

Danny L. Quinton, President

Q Byrd, Inc., a Florida corporation

By: _____

Danny L. Quinton, President