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FROM: GREENBERG TRAUIG BOCA

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## MERGER OR SHARE EXCHANGE

### Goettling and Associates II, LLC

Certificate of Status	0
Certified Copy	1
Page Count	01
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Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Goettling and Associates, Inc.	Florida	For Profit Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Goettling and Associates II, LLC	Florida	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State: Upon Filing

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Goettling and Associates II, LLC		Robert C. Goettling
Goettling and Associates, Inc.		Robert C. Goettling
The Bloom Organization II, Inc.		Henry H. Bloom

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

### AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into this 31st day of March, 2015, by and between **GOETTLING AND ASSOCIATES, INC.**, a Florida corporation (the "Merged Corporation"), **GOETTLING AND ASSOCIATES II, LLC**, a Florida limited liability company (the "Merger Subsidiary"), **THE BLOOM ORGANIZATION II, INC.**, a Florida corporation (the "Buyer"), and **ROBERT C. GOETTLING**, the sole shareholder of the Merged Corporation (the "Seller"). The Merged Corporation and the Merger Subsidiary are hereinafter sometimes referred to as the "Constituent Companies."

### WITNESSETH:

**WHEREAS**, the Seller owns the shares of common stock, par value \$0.01 per share (collectively, the "Merged Corporation Shares"), of the Merged Corporation set forth opposite his name on Exhibit A attached hereto, which represents all of the issued and outstanding common stock of the Merged Corporation.

**WHEREAS**, the Buyer owns all of the issued and outstanding membership interests of the Merger Subsidiary.

**WHEREAS**, the Board of Directors of the Buyer and the Manager of the Merger Subsidiary deem a merger of the Merged Corporation with and into the Merger Subsidiary pursuant to the terms of this Agreement desirable and in the best interests of the Buyer and the Merger Subsidiary, respectively, and in the best interests of their respective stockholders.

**WHEREAS**, the Board of Directors of the Buyer and Manager of the Merger Subsidiary have, by duly adopted resolutions, approved this Agreement.

**WHEREAS**, the Board of Directors of the Merged Corporation and the Seller deem the merger transaction pursuant to the terms of this Agreement desirable and in the best interests of the Merged Corporation and its sole shareholder, the Seller. The Board of Directors of the Merged Corporation has, by duly adopted resolutions, approved this Agreement.

**WHEREAS**, the parties desire that for federal income tax purposes this transaction will be treated such that the Merged Corporation will merge with and into the Buyer in a tax-free reorganization (the "Merger") in a manner which conforms to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

**WHEREAS**, the parties desire that this Agreement be treated as a "plan of reorganization" within the meaning of Treasury Reg. §§ 1.368-2(g) and 1.368-3(a).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the Merged Corporation shall merge with and into the Merger Subsidiary pursuant to the applicable provisions of, and with the effect provided in, the Florida Business Corporation Act. Upon the consummation of the Merger, the separate existence of the Merged Corporation shall cease, and the corporate existence of the Merger Subsidiary, with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger.

2. **Effective Date; Filing of Certificates.** If all of the conditions set forth in this Agreement are satisfied or, to the extent permitted by law, waived, then the articles of merger in substantially the form of Exhibit B attached hereto (the "Articles of Merger") shall be executed and filed with the Florida Secretary of State. The Merger shall become effective as of the date when the Articles of Merger are filed with the Florida Secretary of State ("Effective Date").

3. **Rights of the Merger Subsidiary.** Upon the Effective Date: (a) the Merged Corporation and the Merger Subsidiary shall become a single limited liability company and the Merger Subsidiary shall become a single limited liability company and the separate corporate existence of the Merged Corporation shall cease; (b) the Merger Subsidiary shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks and goodwill of the Merged Corporation, if any, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Merger Subsidiary without further act or deed and the title to real property, if any, or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens, if any, upon any property of the Constituent Companies shall be unimpaired; the Merger Subsidiary shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Companies; and all debts, liabilities and obligations of the respective Constituent Companies shall thenceforth attach to the Merger Subsidiary and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Companies; and (d) without limitation of the foregoing provisions of this Section 3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Companies, their shareholders or members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Merger Subsidiary as they were with respect to the Constituent Companies.

4. **Articles of Incorporation, Bylaws, Officers and Directors of the Merger Subsidiary.** Upon the Effective Date: (a) the Articles of Organization of the Merger Subsidiary shall continue as the Articles of Organization of the Merger Subsidiary until amended in the manner provided by law; (b) the Operating Agreement of the Merger Subsidiary shall continue

as the Operating Agreement of the Merger Subsidiary until amended in the manner provided by law; and (c) the manager(s), (and officers and directors, if any), of the Merger Subsidiary shall remain the manager(s), (and officers and directors, if any) of the Merger Subsidiary.

5. **Designation and Number of Outstanding Securities.** At the Effective Date, by virtue of the Merger, and without any action on the part of the Merged Corporation, the Merger Subsidiary, the Buyer or the Seller, the following shall occur:

5.1 **Membership Interests of the Merger Subsidiary.** All membership interests of the Merger Subsidiary issued and outstanding immediately prior to the Effective Date, shall continue to be issued and outstanding and shall not be affected by the Merger.

5.2 **Cancellation of Treasury Shares.** Each share of capital stock of the Merged Corporation that is held in the treasury of the Merged Corporation immediately prior to the Effective Date shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

5.3 **Conversion of the Merged Corporation Shares.** Each of the Merged Corporation Shares shall be converted into the right to receive a pro rata portion of the Merger Consideration (as defined below). All certificates formerly representing shares of the Merged Corporation shall be deemed cancelled and of no further effect in representing an equity interest in the Merged Corporation or the Merger Subsidiary, and from and after the Closing shall represent only the right to receive the pro rata portion of the Merger Consideration to which the holder thereof is entitled in accordance with the terms of this Agreement.

5.4 **Surrender of Shares.** The Seller shall present at the Closing a certificate or certificates representing such holder's Merged Corporation Shares. Upon the surrender of certificates representing the Merged Corporation Shares, the Buyer shall pay the holder of such certificates, in exchange therefor, the Merger Consideration required by this Agreement. At the Effective Date, the stock transfer books of the Merged Corporation shall be closed and there shall not be any further registration of transfers of any shares of capital stock thereafter on the records of the Merged Corporation.

6. **Merger Consideration.** The merger consideration for all of the Merged Corporation Shares shall be Four Hundred (400) newly-issued shares of common stock in the Buyer, par value \$0.01 per share (the "Buyer Stock"), which represents, as of the Effective Date, 40% of the outstanding capital stock of the Buyer (the "Merger Consideration"). Certificates evidencing the Buyer Stock shall be delivered to the Seller on the Effective Date.

7. **Representations and Warranties as to the Buyer.** The Buyer represents and warrants to the Seller and the Merged Corporation as follows:

7.1 **Organization.** The Buyer is a corporation which is duly incorporated and in good standing under the laws of the State of Florida. The Buyer has all requisite power and authority to carry on its business as it is presently conducted.

7.2 Authority. The Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and binding obligation of the Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting the rights of creditors generally, and by general principles of equity including, without limitation, those regarding the availability of specific performance.

7.3 No Violation. The execution and delivery of this Agreement, and the payment of the Merger Consideration, will not, with or without the giving of notice or the passage of time, violate, conflict with or result in the breach of any agreement or instrument, statute, regulation, order or decree to which the Buyer is a party or by which the Buyer is bound.

8. Representations and Warranties as to the Seller. The Seller represents and warrants to the Buyer and the Merger Subsidiary as follows:

8.1 Authority; No Violation. The Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement by the Seller, the Merger and the consummation of the transactions contemplated in this Agreement do not and shall not, with or without the giving of notice or the passage of time, or both, violate, conflict with or result in the breach of or default or loss of rights under any agreement or instrument, statute, regulation, order or decree to which the Seller is a party or to which the Seller or any of his Merged Corporation Shares are bound, and this Agreement constitutes the valid and binding obligation of the Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting the rights of creditors generally, and by general principles of equity including, without limitation, those regarding the availability of specific performance.

8.2 Ownership of Shares. The Seller has good and marketable title to the Merged Corporation Shares owned by him, free and clear of all liens. The Seller has entered into no other contract for the sale of the Merged Corporation Shares, whether by merger or otherwise.

9. Representations and Warranties as to the Merged Corporation. The Seller and Merged Corporation represent and warrant, jointly and severally, as follows:

9.1 Organization. The Merged Corporation is a corporation organized and validly existing and in good standing under the laws of the State of Florida, with full corporate power to own, lease and operate its business and properties and to carry on its business in the places and in the manner presently conducted. The Merged Corporation does not own or control, directly or indirectly, any securities, class of securities or other interest in any other business organization or venture.



9.2 Authority; No Violation. The Merged Corporation has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The transactions contemplated by this Agreement have been duly authorized by appropriate corporate actions on the part of the Merged Corporation. Upon the execution and delivery of this Agreement, it shall be a valid and binding obligation of the Merged Corporation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not, where doing so has, or will have, a material adverse effect on the Merged Corporation, (i) violate the Articles of Incorporation, or other organizational or governing documents of the Merged Corporation, or (ii) with or without the giving of notice or the passage of time, or both, violate, conflict with or result in a breach of, or a default or loss of rights under, any agreement or instrument, organizational documents, statute, regulation, order or decree to which the Merged Corporation is a party or by which the Merged Corporation or any of its assets is bound. No contract, license, commitment or other agreement material to Merged Corporation requires the consent, waiver or approval of a third party for its continued effectiveness and enforceability upon consummation of the transactions contemplated by this Agreement.

9.3 Capitalization. The Merged Corporation Shares represent all of the issued and outstanding shares of stock of the Merged Corporation, and no other warrants, options, stock rights or other securities of the Merged Corporation have been issued or authorized. The Merged Corporation Shares are duly authorized and validly issued, fully paid and non-assessable and were not issued in violation of any preemptive right of stockholders.

9.4 Reorganization. From inception through, and including, the date of this Agreement, the Merged Corporation has not engaged in or taken any action preliminary to any recapitalization, reclassification, stock split, merger, consolidation, stock dividend or similar event, made, declared or effected with respect to equity securities of the Merged Corporation, or engaged in any other trade or business or owned any other investment.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

11. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

16. Tax Consequences. The parties intend that, for federal income tax purposes, the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code and that the Buyer, the Merger Subsidiary and the Merged Corporation are parties to such reorganization within the meaning of Section 368(b) of the Code. The parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Reg. §§ 1.368-2(g) and 1.368-3(a).

Neither the Merged Corporation nor the Seller has taken or agreed to take any action, or is aware of any fact or circumstance with respect to the Merged Corporation that would prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

From and after the Closing, the Seller shall indemnify and hold harmless the Buyer and the Merger Subsidiary from any and all losses suffered or incurred taxes of the Merged Corporation or the Seller for periods or portions thereof ending on or before the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**BUYER:**

**THE BLOOM ORGANIZATION II, INC.,** a  
Florida corporation

By: \_\_\_\_\_

Henry Bloom, President

**MERGED CORPORATION:**

**GOETTLING AND ASSOCIATES, INC.,** a  
Florida corporation

By: \_\_\_\_\_

Robert C. Goettling, President

**MERGER SUBSIDIARY:**

**GOETTLING AND ASSOCIATES II, LLC,** a  
Florida limited liability company

By: \_\_\_\_\_

Robert C. Goettling, Sole Manager

**SELLER:**

\_\_\_\_\_  
Robert C. Goettling, Individually

**Exhibit A**

**Merged Corporation Shares Owned by the Seller**

Robert C. Goettling

1,000 shares of the Merged Corporation Shares

**Exhibit B**

**Articles of Merger**

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*To be attached*

Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Goettling and Associates, Inc.	Florida	For Profit Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Goettling and Associates II, LLC	Florida	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State: Upon Filing

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

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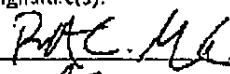
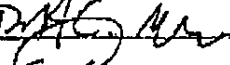

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Goettling and Associates II, LLC		Robert C. Goettling
Goettling and Associates, Inc.		Robert C. Goettling
The Bloom Organization II, Inc.		Henry H. Bloom

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75