

L36535

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**MERGER OR SHARE EXCHANGE
ACR ELECTRONICS, INC.**

Certificate of Status	0
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July 6, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ACR ELECTRONICS, INC.
5757 RAVENSWOOD RD
FT LAUDERDALE, FL 33312US

SUBJECT: ACR ELECTRONICS, INC.
REF: L36535

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Carol Mustain
Regulatory Specialist II

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LETTER
TO AGENCY
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P.O. BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF MERGER
OF
CHRISTOPHER ACQUISITION CORP.
AND
ACR ELECTRONICS, INC.**

July 6, 2012

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "*FBCA*"), pursuant to Section 607.1105 thereof.

FIRST: The name and jurisdiction of the surviving corporation is ACR Electronics, Inc., a Florida corporation (the "*Company*").

SECOND: The name and jurisdiction of the merging corporation is Christopher Acquisition Corp., a Delaware corporation ("*Merger Sub*").

THIRD: The Agreement and Plan of Merger, dated as of July 6, 2012 (the "*Merger Agreement*"), by and between the Company and Merger Sub, is attached hereto as Exhibit A. Also attached hereto, as Exhibit B, are the Amended and Restated Articles of Incorporation of the Company.

FOURTH: The Merger shall be effective as of 5:00 pm, Eastern Time, July 6, 2012.

FIFTH: The Merger Agreement was adopted by the sole shareholder of the Company on July 6, 2012.

SIXTH: The Merger Agreement was adopted by the sole stockholder of Merger Sub on July 6, 2012.

[Signature Page Follows]

FILED
12 JUL -6 PM 1:06
TALLAHASSEE, FLORIDA

DLI-6401316v5

IN WITNESS WHEREOF, each of the parties hereto have caused these Articles of Merger to be executed on the first date written above.

ACR ELECTRONICS, INC

By: 
Name: David L. Ratner
Title: Secretary

CHRISTOPHER ACQUISITION CORP.

By: 
Name: David L. Ratner
Title: Assistant Secretary

EXHIBIT A

Agreement and Plan of Merger

[attached]

5a913109-170

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is adopted as of July 6, 2012, by and between Christopher Acquisition Corp., a Delaware corporation ("**Merger Sub**"), and ACR Electronics, Inc., a Florida corporation (the "**Company**") pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "**DGCL**") and Section 607.1107 of the Florida Business Corporation Act (the "**FBCA**"). Merger Sub and the Company are each sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the name of each entity that is a party to the Merger (as defined below) are Christopher Acquisition Corp. and ACR Electronics, Inc.;

WHEREAS, the name of the surviving corporation of the Merger (the "**Surviving Corporation**") is ACR Electronics, Inc.;

WHEREAS, the boards of directors of both Merger Sub and the Company have adopted resolutions (i) declaring that this Agreement and the Merger (as defined below) are advisable and in the best interest of their respective entities and (ii) approving this Agreement; and

WHEREAS, the sole shareholder of the Company and the sole stockholder of Merger Sub have each adopted resolutions approving and adopting this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 FBCA, at the Effective Time (as defined below), Merger Sub shall be merged with and into the Company (the "**Merger**"), at which time the separate existence of Merger Sub shall cease, and the Company shall continue its existence. The Surviving Corporation shall be governed by the laws of the State of Florida.

1.2 **Consummation of the Merger.** As promptly as practicable following the adoption of this Agreement, (a) the Surviving Corporation shall file a Certificate of Merger in substantially the form attached hereto as Exhibit A (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware (the "**Delaware Secretary of State**") and (b) the Parties shall file Articles of Merger in substantially the form attached hereto as Exhibit B (the "**Articles of Merger**") with the Florida Department of State.

1.3 **Effective Time.** The Merger shall be effective as of 5:00 pm, Eastern Time, July 6, 2012 (the "**Effective Time**").

1.4 **Effects of Merger.** At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger, the Articles of Merger and the applicable provisions of the DGCL and the FBCA. Without limiting the generality of the foregoing and

subject thereto, at the Effective Time, by virtue of the Merger and without any action on the part of any Party:

(a) the Bylaws of the Company in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended in accordance with applicable law;

(b) the Articles of Incorporation of the Company shall be amended and restated in substantially the form attached hereto as Exhibit C and, as so amended, shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law;

(c) the directors of the Company at the Effective Time shall be the directors of Surviving Corporation from and after the Effective Time, each to hold office until their respective successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation;

(d) the officers of the Company at the Effective Time shall be the officers of Surviving Corporation from and after the Effective Time, each to hold office until their respective successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation;

(e) without any action on the part of any holder of the following securities, or any other person,

(i) each share of common stock of Merger Sub, par value \$0.001 per share ("*Merger Sub Shares*"), issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become one fully paid and nonassessable share of common stock, par value \$0.001 per share, of the Surviving Corporation ("*Surviving Corporation Shares*");

(ii) each share of common stock, par value \$0.01 per share, of the Company issued and outstanding immediately prior to the Effective Time shall automatically be cancelled and cease to exist without any conversion thereof and no payment or distribution shall be made with respect thereto; and

(iii) each share of preferred stock, par value \$1,000.00 per share, of the Company issued and outstanding immediately prior to the Effective Time shall automatically be cancelled and cease to exist without any conversion thereof and no payment or distribution shall be made with respect thereto;

(f) upon the surrender of any certificates representing Merger Sub Shares, the shareholder surrendering such certificates shall be issued a pro rata number of Surviving Corporation Shares; and

(g) all the property, rights, privileges, immunities, powers and franchises of Merger Sub and the Company shall vest in the Surviving Corporation, and all debts, liabilities,

obligations and duties of Merger Sub and the Company shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

1.5 Appraisal Rights. Merger Sub is the sole shareholder of the Company and has voted in favor of the Merger. Accordingly, there are no shareholders of the Company entitled to exercise any appraisal rights under the FBCA.

1.6 Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Merger Sub and the Company, the officers and directors of Merger Sub and the Company immediately prior to the Effective Time are and shall remain fully authorized in the name of Merger Sub and the Company or otherwise to take, and shall take, all such action.

ARTICLE II - MISCELLANEOUS

2.1 Abandonment or Amendment. At any time prior to the filing of the Certificate of Merger with the Delaware Secretary of State and the Articles of Merger with the Florida Department of State, either the board of directors of the Company or the board of directors of Merger Sub may abandon the proposed Merger to the extent permitted by law or may amend this Agreement pursuant to a writing signed by both Parties.

2.2 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any other person any right, benefit, or remedy under or by reason of this Agreement.

2.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be an original, and all of which when taken together shall constitute one and the same instrument.

2.4 Entire Agreement. This Agreement constitutes the entire agreement of the Parties in respect of the subject matter hereof, and supersedes any and all prior agreements or understandings between the Parties in respect of such subject matter.

2.5 Governing Law. This Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the State of Delaware without regard to the principles thereof relating to conflicts of laws.

2.6 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

2.7 Severability. If any provision of this Agreement or the application thereof in any circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be effected or impaired thereby.

[Signature Page Follows]

DL-64018345

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed by their respective officers duly authorized on the day and year first above written.

Christopher Acquisition Corp.

By: _____
Name: David L. Rattner
Title: Assistant Secretary

ACR Electronics, Inc.

By: _____
Name: David L. Rattner
Title: Secretary

DL1-6401834

(Signature Page to Agreement and Plan of Merger.)

EXHIBIT B

**Amended and Restated Articles of Incorporation of
ACR Electronics, Inc.**

[attached]

5v91c1079-1101

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ACR ELECTRONICS, INC.**

ARTICLE I

The name of the corporation is ACR Electronics, Inc. (the "*Corporation*").

ARTICLE II

The principal place of business and mailing address of the Corporation is 5757 Ravenswood Road, Fort Lauderdale, Florida 33312.

ARTICLE III

The purpose of the Corporation shall be any lawful purpose.

ARTICLE IV

The Corporation is authorized to issue one hundred (100) shares of Common Stock, par value \$0.001 per share.

ARTICLE V

The number of directors which shall constitute the whole Board of Directors (the "*Board*") of the Corporation shall be fixed by, or in the manner provided in, the bylaws of the Corporation.

ARTICLE VI

Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board shall have the power to adopt, amend, repeal or otherwise alter the bylaws of the Corporation without any action on the part of the shareholders; provided, however, that any bylaws of the Corporation made by the Board and any and all powers conferred by any of said bylaws may be amended, altered or repealed by the shareholders in the manner provided in the bylaws of the Corporation.

ARTICLE VIII

To the fullest extent permitted by the Florida Business Corporations Act (the "*FBCA*"), as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Neither any amendment nor repeal of this ARTICLE VIII, nor the adoption of any provision of these Articles of Incorporation inconsistent with this ARTICLE VIII shall eliminate or reduce the effect of this ARTICLE VIII in respect to any

matter occurring, or any cause of action, proceeding, suit or claim that, but for this ARTICLE VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

The Corporation shall, to the fullest extent permitted by applicable law, as it may be amended and supplemented from time to time, indemnify, and advance expenses to, any and all persons serving as members of the Board of this Corporation or any testator or intestate of any of the Corporation whom it shall have the power to indemnify under such law against any expenses, liabilities or other matters referred to in or covered by the FBCA, in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the FBCA.

The Corporation may indemnify, and advance expenses to, any officer, employee or other agent or any testator or intestate of any of the foregoing of this Corporation or any other person the FBCA permits the Corporation to indemnify to the fullest extent permitted by applicable law, through bylaw provisions, agreements with any such officer, employee or other agent or other person, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 607.0850 of the FBCA. The indemnification and advancement of expenses provided for in this ARTICLE IX shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Neither any amendment nor repeal of this ARTICLE IX, nor the adoption of any provision of these Articles of Incorporation inconsistent with this ARTICLE IX shall eliminate or reduce the effect of this ARTICLE IX in respect to any matter occurring, or any cause of action, proceeding, suit or claim that, but for this ARTICLE IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

Except as otherwise provided herein, these Articles of Incorporation may be amended in the manner provided by law.

ARTICLE XI

The address of the registered agent of the Corporation in the State of Florida is CT Corporation System. The name of its registered agent at such address is 1200 South Pine Island Road, Plantation, FL 33324.

ARTICLE XII

The incorporator of these Amended and Restated Articles of Incorporation is David L. Rattner, 450 Park Avenue, New York, NY 10022.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused its name to be affixed to this document as of the date hereof.

ACR ELECTRONICS, INC.

By: _____
Name: David L. Rattner
Title: Secretary

These Amended and Restated Articles of Incorporation were adopted by the Board of Directors of ACR Electronics, Inc. as of the Effective Time of the Agreement and Plan of Merger by and between Christopher Acquisition Corp. and ACR Electronics, Inc. on _____, 2012.

(Signature Page to Amended and Restated Articles of Incorporation of ACR Electronics, Inc.)

DL1-6401892