

1418000002023

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

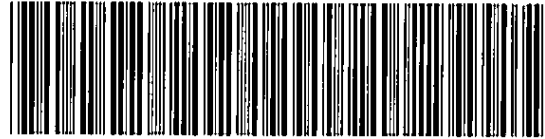
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer.

K94759
M18-2023

Office Use Only



600379329976

RECEIVED

2022 JAN 28 AM 11:31

TALLAHASSEE, FLORIDA

FILED

2022 JAN 28 AM 8:22

SECRETARY OF STATE
TALLAHASSEE, FL

ALX 4/22

FEB 08 2022
ALBRITTON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 440357 8285299

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : January 28, 2022

ORDER TIME : 10:41 AM

ORDER NO. : 440357-020

CUSTOMER NO: 8285299

ARTICLES OF MERGER

CAPITAL OFFICE PRODUCTS OF
VOLUSIA COUNTY, INC.

INTO

STAPLES CONTRACT & COMMERCIAL
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX ____ PLAIN STAMPED COPY

CONTACT PERSON: Eyliena Baker

EXAMINER'S INITIALS:

10



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RESUBMIT

Please give original
submission date as file date.

February 3, 2022

CORPORATION SERVICE COMPANY

SUBJECT: STAPLES CONTRACT & COMMERCIAL LLC
Ref. Number: M18000002023

This will acknowledge receipt of your correspondence which is being returned for the following reason(s):

Please accept our apology for failing to mention this in our previous letter.

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist III

Letter Number: 522A00002758

2022 FEB -7 PM 3:34



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 31, 2022

CSC

RESUBMIT

Please give original
submission date as file date

SUBJECT: STAPLES CONTRACT & COMMERCIAL LLC
Ref. Number: M18000002023

We have received your document for STAPLES CONTRACT & COMMERCIAL LLC and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 422A00002379

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Staples Contract & Commercial LLC

Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Lea Cruz

Contact Person

Staples, Inc.

Firm/Company

500 Staples Drive

Address

Framingham, MA 01702

City/State and Zip Code

legalgeneralmail@staples.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lea Cruz

Name of Contact Person

At (508) 253-5000

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

FILED
2022 JAN 28 AM 8:22
SECRETARY OF STATE
TALLAHASSEE, FL

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** entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Staples Contract & Commercial LLC</u>	<u>DE</u>	<u>Foreign LLC</u>	<u>M18000002023</u>

SECOND: The name and jurisdiction of each **merging** eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Capital Office Products of Volusia County, Inc.</u>	<u>FL</u>	<u>Domestic Corporation</u>	<u>K94759</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☐ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☐ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☒ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

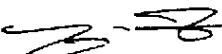
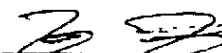
- ☒ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

1/29/2022 at 11:59 pm.

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Staples Contract & Commercial LLC		Ravi Faiia
Capital Office Products of Volusia County, Inc.		Ravi Faiia

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 an authorized person

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of January 28, 2022 is by and among Capital Office Products of Volusia County, Inc., a Florida corporation ("Subsidiary") and Staples Contract & Commercial LLC, a Delaware limited liability company (the "Surviving Company").

WITNESSETH:

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Florida and a wholly owned subsidiary of the Surviving Company;

WHEREAS, the Surviving Company is a limited liability company duly organized and existing under the laws of the State of Delaware;

WHEREAS, Subsidiary desires to merge itself into the Surviving Company;

WHEREAS, the Surviving Company desires that Subsidiary be merged into it; and

WHEREAS, the Board of Directors and sole Shareholder of Subsidiary and the Board of Managers and sole Member of the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger.

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. Subsidiary shall be merged into the Surviving Company pursuant to the Florida Business Corporation Act and the Delaware Limited Liability Company Act (together the "Statutes"). The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware under the name Staples Contract & Commercial LLC. The separate corporate existence of Subsidiary shall cease forthwith upon the Effective Time (as defined below). The merger of Subsidiary into the Surviving Company shall herein be referred to as the "Merger."

2. Approval. Subsidiary shall have received the approval of its sole shareholder and the Surviving Company shall have received the approval of its sole member.

3. Effective Time. The Merger shall be effective at the time and date indicated in the Certificate of Merger (the "Merger Certificate") filed with the Secretary of State of the State of Delaware. The time and date of such effectiveness shall herein be referred to as the "Effective Time."

4. Shares. As of the date hereof, the Surviving Company is the sole shareholder of Subsidiary and owns all issued and outstanding shares of Subsidiary (the "Shares"). At the

Effective Time, by virtue of the Merger and without any action on the part of the Surviving Company, the Shares shall be cancelled and retired and shall cease to exist and no consideration shall be issued or exchanged therefor. No change in the ownership of the Surviving Company shall occur as a consequence of the Merger.

5. Membership Interests of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the membership interests of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding.

6. Succession. At the Effective Time, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of Subsidiary in the manner of and as more fully set forth in the Statutes. Without limiting the foregoing, upon the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of Subsidiary shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of Subsidiary and the Surviving Company shall be as effectively the property of the Surviving Company as they were of Subsidiary and the Surviving Company, respectively. All rights of creditors of Subsidiary and all liens upon any property of Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of Subsidiary shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

7. Certificate of Formation and Limited Liability Agreement. The Certificate of Formation of the Surviving Company in effect at the Effective Time shall continue to be the Certificate of Formation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The Limited Liability Company Agreement of the Surviving Company in effect at the Effective Time shall continue to be the Limited Liability Company Agreement of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

8. Managers and Officers. The members of the Board of Managers and the officers of the Surviving Company at the Effective Time shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

9. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Subsidiary such deeds and other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Subsidiary, and otherwise to carry out the purpose of this Agreement and Plan of Merger, and the officers and members of the Board of Managers of the Surviving Company are fully authorized in the name and on behalf of Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

10. Abandonment. At any time prior to the Effective Time, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Managers or Board of Directors of either Subsidiary or the Surviving Company or both, notwithstanding approval of this Agreement and Plan of Merger by the sole shareholder of Subsidiary or the sole member of the Surviving Company.

11. Amendment. This Agreement and Plan of Merger may be amended by the Board of Directors of Subsidiary and the Board of Managers of the Surviving Company at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the sole shareholder of Subsidiary or sole member of the Surviving Company shall not (1) change the amount or kind of shares or other securities, interests, obligations, right to acquire shares or other securities, cash or other property to be received by the shareholders of or owners of interests in any party to the merger upon conversion of their shares or interests under this Agreement and Plan of Merger, (2) change the Certificate of Formation of the Surviving Company to be effected by the Merger except for changes permitted by provisions of the Delaware Limited Liability Company Act, (3) change any of the other terms and conditions of this Agreement and Plan of Merger if such change would adversely affect the holders of any class or series of the stock of such corporation.

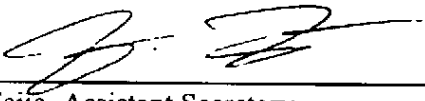
12. Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original.

13. Florida Matters. For the avoidance of doubt, (i) Surviving Company is hereby notified as sole shareholder of the subsidiary that Surviving Company is entitled to vote on the Merger and to the extent appraisal rights are available, should Surviving Company dissent from the merger pursuant to Section 607.1321 of the Florida Business Corporation Act, Surviving Company may be entitled, if it complies with the provisions of such act regarding appraisal rights, to be paid the fair value of its shares, and (ii) Surviving Company hereby waives, as of thirty-one days prior to the date hereof, any right to receive a mailing of a copy or summary of the plan of merger, and any other notices of any meeting with respect to the approval of this Agreement and Plan of Merger that may be required under the Statutes. The name and business address of the manager of the Surviving Company is Jeffrey Hall, 500 Staples Drive, Framingham, MA 01702.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

**CAPITAL OFFICE PRODUCTS OF VOLUSIA
COUNTY, INC.**

By: 
Ravi Faiia, Assistant Secretary

STAPLES CONTRACT & COMMERCIAL LLC

By: 
Ravi Faiia, Assistant Secretary