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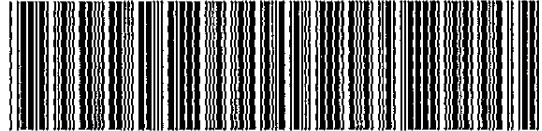
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FL 32301

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04 DEC 14 AM 9:53

DEPT. OF REVENUE
TALLAHASSEE, FL 32301

EFFECTIVE DATE
01-01-05

G. Goulet DEC 14 2004



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 078952 4364796
AUTHORIZATION : *Patricia Pignatelli*
COST LIMIT : \$ 70.00

ORDER DATE : December 13, 2004

ORDER TIME : 2:44 PM

ORDER NO. : 078952-010

CUSTOMER NO: 4364796

CUSTOMER: Mr. Kevin Diadamo
Siegel O'connor Zangari
171 Orange Street

New Haven, CT 06510

ARTICLES OF MERGER

JESS CLARKE & SONS, INC.

INTO

JESS CLARKE & SONS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight EX 2956

EXAMINER'S INITIALS: _____

CERTIFICATE AND ARTICLES OF MERGER
OF
JESS CLARKE & SONS, INC., A CONNECTICUT CORPORATION
INTO
JESS CLARKE & SONS, INC., A FLORIDA CORPORATION

FILED
04 DEC 14 AM 10:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Connecticut Business Corporation Act and the Florida Business Corporation Act, the undersigned hereby certifies:

1. The names of the parties to the Merger are JESS CLARKE & SONS, INC., a Connecticut corporation having its principal place of business at 600 Cloman Blvd., PO Box 5408, Pagosa Springs, Colorado 81147, and JESS CLARKE & SONS, INC., a Florida corporation having its principal place of business at 3708 Maplewood Terrace, Bradenton, Florida 34203.

2. The name of the corporation that will be the survivor of the Merger is JESS CLARKE & SONS, INC., a Florida corporation having its principal place of business at 3708 Maplewood Terrace, Bradenton, Florida 34203.

3. The date on which the Merger is to be effective is January 1, 2005, notwithstanding the date of delivery of this Certificate and Articles of Merger to the Connecticut Secretary of State and Florida Department of State.

EFFECTIVE DATE
01-01-05

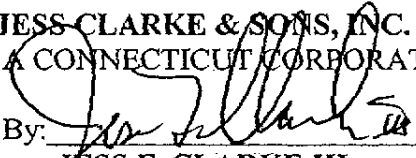
4. The Agreement and Plan of Merger was duly adopted and unanimously approved by the Board of Directors and Shareholders of both parties to the Merger on December 1, 2004. Said adoption and approval was in accordance with the provisions of Sections 33-600 to 33-998, inclusive, of the Connecticut Business Corporation Act and Section 607.1103 of the

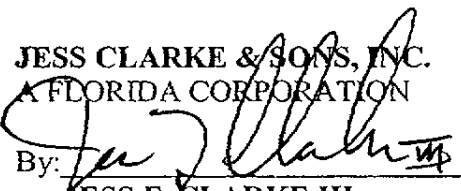
Florida Business Corporation Act and each party's respective Certificate of Incorporation. No approval by any separate voting group was required by either party to the Merger.

5. The Agreement and Plan of Merger and the performance of its terms and conditions were duly authorized by all actions required by the Connecticut Business Corporation Act and the Florida Business Corporation Act and by each party's Certificate of Incorporation. The Merger is permitted by both the provisions of the Connecticut Business Corporation Act and the Florida Business Corporation Act and both parties to the Merger have complied with all applicable laws in effecting the Merger.

6. Additional information regarding the terms and conditions of the Merger are more fully set forth in the Agreement and Plan of Merger attached hereto as **Exhibit A**.

Under the penalty of false statement, the undersigned, **JESS F. CLARKE III**, Vice-President of **JESS CLARKE & SONS, INC.**, and **JESS CLARKE & SONS, INC.** having executed this Certificate and Articles of Merger, swears that the statements contained herein are true.

JESS CLARKE & SONS, INC.
A CONNECTICUT CORPORATION
By: 
JESS F. CLARKE III
Its duly-authorized Vice-President

JESS CLARKE & SONS, INC.
A FLORIDA CORPORATION
By: 
JESS F. CLARKE III
Its duly-authorized Vice-President

FLORIDA
STATE OF CONNECTICUT)

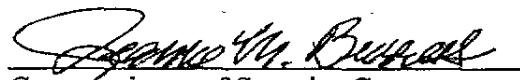
HILLSBOROUGH) ss: _____
COUNTY OF NEW HAVEN)

DEC. 8, 2004, 2004

Personally appeared Jess F. Clarke III, the Vice-President of JESS CLARKE & SONS, INC., and as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as Vice-President.



Jeanne M. Burress
Commission #DD189938
Expires: Apr 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


Commissioner of Superior Court
Notary Public

FLORIDA
STATE OF CONNECTICUT)

HILLSBOROUGH) ss: _____
COUNTY OF NEW HAVEN)

DEC. 8, 2004

Personally appeared Jess F. Clarke III, the Vice-President of , and as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as Vice-President.



Jeanne M. Burress
Commission #DD189938
Expires: Apr 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


Commissioner of Superior Court
Notary Public

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

JESS CLARKE & SONS, INC., A CONNECTICUT CORPORATION

AND

JESS CLARKE & SONS, INC., A FLORIDA CORPORATION

DATE OF ADOPTION: December 1, 2004

WHEREAS, **JESS CLARKE & SONS, INC.**, is a Connecticut corporation having its principal place of business at 600 Cloman Blvd., PO Box 5408, Pagosa Springs, Colorado 81147 (hereinafter referred to as "Connecticut JCS"); and

WHEREAS, **JESS CLARKE & SONS, INC.**, is a Florida corporation having its principal place of business at 3708 Maplewood Terrace, Bradenton, Florida 34203 (hereinafter referred to as either "Florida JCS" or the "surviving corporation"); and

WHEREAS, the Board of Directors of both Connecticut JCS and Florida JCS, deem it advisable and in the best interests of the corporations and their respective Shareholders that Connecticut JCS be merged into Florida JCS pursuant to Sections 33-815 and 33-817 of the Connecticut Business Corporation Act and Sections 607.1101-607.1105 and 607.1107 of the Florida Business Corporation Act (hereinafter referred to as the "Merger"); and

WHEREAS, the respective Board of Directors and Shareholders of Connecticut JCS and Florida JCS have approved the Merger pursuant to the terms and conditions of this Agreement and Plan of Merger.

NOW THEREFORE, Connecticut JCS and Florida JCS hereby adopt the following Agreement and Plan of Merger:

1. **Ownership.** The respective designations and numbers of shares of each class and series of capital stock of the two (2) corporations outstanding on the date of adoption of the Agreement and Plan of Merger are as follows:

<u>NAME OF CORPORATION</u>	<u>DESIGNATION OF SHARES</u>	<u>PAR VALUE</u>	<u>AUTHORIZED CAPITAL STOCK</u>	<u>NO. OF SHARES OUTSTANDING</u>
Connecticut JCS	Common	None	5,000	1000
Florida JCS	Common	None	5,000	100

2. **Business Purpose.** For purposes of improved administration and economics of operations, as well as to promote the future growth of Connecticut JCS and Florida JCS, the Board of Directors of each corporation deem it advisable and in the best interests of each corporation and its respective Shareholders to merge Connecticut JCS into Florida JCS.

3. **Effective Date.** This Agreement and Plan of Merger, being duly adopted and approved by both the Board of Directors and Shareholders of Connecticut JCS and Florida JCS, as described in Section 9 below, shall become effective on January 1, 2005 (the "Effective Date") notwithstanding the filing date of the Certificate and Articles of Merger with the Connecticut Secretary of State and Florida Department of State.

4. **Effects of Merger.** On the Effective Date: (1) the separate existence of Connecticut JCS shall cease and Connecticut JCS shall be merged into Florida JCS, all in accordance with the provisions of this Plan and Agreement of Merger and the provisions of the Connecticut Business Corporation Act and the Florida Business Corporation Act; (2) all the liabilities and obligations of the Connecticut JCS shall be vested in and become the responsibility of Florida JCS; (3) all property owned by and every contract

right possessed by Connecticut JCS shall be vested in Florida JCS without reversion or impairment; (4) any claim existing or action proceeding pending by or against either Florida JCS or Connecticut JCS may be continued as if the Merger did not occur or Florida JCS may, but need not be, substituted in any pending proceeding for the name of Connecticut JCS; (5) the Certificate of Incorporation of Florida JCS shall be amended to the extent provided herein; (6) neither the rights of creditors nor any liens upon the property of either Connecticut JCS or Florida JCS shall be impaired by the Merger; (7) the shares of each corporation that are to be converted into shares or other securities, interests, obligations, rights to acquire shares or other securities, cash or other property, or any combination thereof, shall be converted as provided herein, and the former holders of such shares or interests are entitled only to the rights provided to them in this Agreement and Plan of Merger or to any rights they may have under Sections 33-855 to 33-879 of the Connecticut Business Corporation Act or Section 607.1302 of the Florida Business Corporation Act; (8) any Shareholder of either Connecticut JCS or Florida JCS that, prior to the Merger, was liable for the liabilities or obligations of such respective corporation, shall not be released from such liabilities or obligations by reason of the Merger; and (9) Florida JCS shall be deemed to (i) appoint the Connecticut Secretary of the State as its agent for service of process in a proceeding to enforce the rights of Shareholders of Connecticut JCS who exercise appraisal rights; and (ii) agree that it will promptly pay the amount, if any, to which such Shareholders are entitled under Sections 33-855 to 33-879, inclusive, of the Connecticut Business Corporation Act.

5. **Articles of Incorporation.** On the Effective Date, the Articles of Incorporation of Florida JCS, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

6. **Bylaws.** On the Effective Date, the Bylaws of Florida JCS, as in effect immediately prior to the Effective Date, shall continue in full force in effect as the Bylaws of the surviving corporation.

7. **Directors and Officers.** The Directors and Officers of Florida JCS immediately prior to the Effective Date shall be the Directors and Officers of the surviving corporation, until their successors have been duly elected and qualified in accordance with the Articles of Incorporation or Bylaws of the surviving corporation, or until otherwise provided by law.

8. **Conversion Of Shares.** The manner and basis of converting the issued and outstanding shares of Connecticut JCS into shares of Florida JCS are as follows:

Each share of Connecticut JCS outstanding at the Effective Date shall be converted into one share of the surviving corporation without any action on the part of the holder thereof. After the Effective Date, each holder of an outstanding certificate or certificates which, prior thereto, represented shares of Connecticut JCS, shall be entitled upon surrender thereof to receive in exchange therefor a certificate or certificates representing the number of whole shares of the surviving corporation into or for which his or her shares have been converted or exchanged. Provided, however, that no fractional shares of the surviving corporation shall be issued pursuant to the Merger and the aggregate number of shares of the surviving corporation to be issued pursuant to the Merger shall be determined by rounding any fractional share to which any Shareholder of Connecticut JCS may otherwise be entitled to the nearest whole share. Until surrendered, each outstanding certificate which, prior to the Effective Date represented shares of Connecticut JCS for all purposes shall evidence the ownership of the shares of the surviving corporation into or for which such shares have been so converted or exchanged.

9. **Voting.**

A. **Board of Directors.** As provided in Section 33-817 of the Connecticut Business Corporation Act and Section 607.1103 of the Florida Business Corporation Act, the Board of Directors of each corporation adopted this Agreement and Plan of Merger as follows:

<u>Corporation</u>	<u>Director Vote Required To Adopt Plan</u>	<u>Number of Directors Entitled to Vote</u>	<u>Vote in Favor of Merger</u>
Connecticut JCS	2	2	2
Florida JCS	2	2	2

B. Shareholders. This Agreement and Plan of Merger was duly approved by the affirmative vote of the holders of at least two-thirds (2/3) of the outstanding shares of the common stock of Connecticut JCS pursuant to the provisions of the Connecticut Business Corporation Act and the Connecticut JCS's Certificate of Incorporation and Bylaws. This Agreement and Plan of Merger was further duly approved by the affirmative vote of the holders of a majority of the outstanding shares of the common stock of Florida JCS pursuant to the provisions of the Florida Business Corporation Act and the Florida JCS's Articles of Incorporation and Bylaws. The respective shareholder vote was as follows:

<u>Corporation</u>	<u>Shareholder Vote Required To Adopt Plan</u>	<u>Number of Shares Entitled to Vote</u>	<u>Voting Power</u>	<u>Vote in Favor of Merger</u>
Connecticut JCS	667	1000	1000	1000
Florida JCS	51	100	100	100

No shares of Connecticut JCS or Florida JCS were required to be voted as a class. The above-referenced actions were taken by each corporation pursuant to Joint Resolutions of Unanimous Written Consent of the Board of Directors and Shareholders, dated December 1, 2004.

10. **Tax Consequences.** For federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement and Plan of Merger hereby

adopt this Agreement and Plan of Merger as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

11. **Inspection.** This Agreement and Plan of Merger, as approved by Connecticut JCS and Florida JCS, is on file at the offices of Florida JCS.

12. **Copies.** Florida JCS shall furnish a copy of the Agreement and Plan of Merger to any shareholder of Connecticut JCS, or Florida JCS, upon request and without cost to such Shareholder.

13. **Entire Agreement.** This Agreement and Plan of Merger constitutes the entire agreement between the parties with respect to the subject matter hereof, and no representation with reference thereto exist between the parties hereto with respect to the subject matter hereof, and no representations with reference thereto exist between the parties except as herein expressly set forth. This Agreement may not be amended or modified except in a writing signed by all the parties.

14. **Severability.** If any term, covenant, condition or provision hereof is illegal, or the application thereof to any person or entity or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, conditions or provisions to persons or entities or in circumstances other than those with respect to which it is held invalid or unenforceable, should not be affected thereby, and each term, covenant and provision of this Agreement and Plan of Merger shall be valid and enforceable to the fullest extent permitted by law.

15. **No Assignment.** Neither this Agreement and Plan of Merger nor any right, title, interest or obligation hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

16. **Governing Law.** Except to the extent that the law of the State of Connecticut (including the provisions of the Connecticut Business Corporation Act) shall be mandatorily applicable to the Merger and the rights of the Shareholders of Connecticut JCS, this Agreement and Plan of Merger shall be deemed to be made in and all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Florida without regard to conflict of law principles.