

P040000066585

(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:

Office Use Only



300035240033

05/03/04--01073--008 **35.00

FILED

04 MAY -3 AM 10:08

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger with N/C

T BROWN MAY 10 2004

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Edward Kanowitz, Esq.
(Name of person)

(Name of firm/company)

112 Prospect Street
(Address)

Stamford, CT 06901
(City/state and zip code)

For further information concerning this matter, please call:

Edward Kanowitz, Esq. at (203) 348-4924
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; 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
409 E. Gaines St.
Tallahassee, FL 32399

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, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA	FLORIDA	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
AMERICAN EAGLE ASSOCIATES, INC.	CONNECTICUT	

Third: The Plan of Merger is attached.

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

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 4 / 19 / 04

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 4 / 19 / 04

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

TES: 


AMERICAN EAGLE
ASSOCIATES, INC.

MICHAEL CARROLL, President

[illegible]

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

AMERICAN EAGLE ASSOCIATES, INC.

OF FLORIDA

FLORIDA

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

AMERICAN EAGLE ASSOCIATES, INC.

CONNECTICUT

Third: The terms and conditions of the merger are as follows:

See attached Agreement of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Nos. 7 & 8 of attached Agreement of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached Agreement of Merger.

AGREEMENT OF MERGER, dated April/9, 2004 between AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA, a Florida Corporation, hereinafter sometimes called "Florida", and AMERICAN EAGLE ASSOCIATES, INC., a Connecticut Corporation, hereinafter sometimes called "Connecticut".

Florida is a corporation organized and existing under the laws of the State of Florida, having been incorporated in 2004. The authorized capital stock of Florida consists of 5000 shares of one class of Common Stock, having no par value, hereinafter referred to as "Common Stock," of which 100 shares are issued and outstanding , and said 100 shares will be issued and outstanding upon the effective date of the merger hereinafter provided for.

Connecticut is a corporation organized and existing under the laws of the State of Connecticut, having been incorporated in 1983. The authorized capital stock of Connecticut consists of 5000 shares of one class of Common Capital Stock, having no par value, hereinafter referred to as "Common Capital Stock" of which 100 shares are issued and outstanding.

The Boards of Directors of Florida and Connecticut, respectively, deem it desirable and in the best interest of the corporations and their shareholders that Connecticut be merged into Florida, and the Corporations, respectively, desire that they so merge under and pursuant to the laws of Florida and Connecticut.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. Merger. As soon as all the following events shall have happened,

a. this agreement shall have been adopted and approved by votes of the holders of the Common Stock of Florida and the Common Capital Stock of Connecticut at separate meetings of the shareholders of Florida on the one hand and of the shareholders of Connecticut on the other, in accordance with the requirements of the laws of Florida and Connecticut, respectively, and that fact shall

have been certified hereon by the respective Secretaries of each of such Corporations under their respective corporate seals; and

b. this agreement, so adopted, approved and certified shall have been signed, acknowledged, and a certificate of merger shall be filed, all as required by the provisions of Section 33-819 of the Business Corporation Act of the Connecticut General Statutes, as amended; and

c. this agreement, so adopted, approved and certified shall have been signed, acknowledged and filed and recorded or a Certificate of Merger shall be filed and recorded, all as required by the provisions of Section 607.1109 of the Florida Business Corporation Act, as amended;

thereupon Connecticut shall be deemed to have merged with and into Florida which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the Surviving Corporation; Florida and Connecticut are hereinafter sometimes called the Constituent Corporations; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation are hereinafter referred to as "the effective date of the merger."

2. Name and Purposes of Surviving Corporation. The name of the Surviving Corporation shall be AMERICAN EAGLE ASSOCIATES CORP. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Certificate of Incorporation of Florida, as currently constituted, and as same shall be on the effective date of the merger, to wit: any lawful activity for which corporations may be organized under the Florida Business Corporation Act.

3. Certificate of Incorporation of Surviving Corporation. On the effective date of the merger, the Certificate of Incorporation of Florida shall be the Certificate of Incorporation of the Surviving Corporation until amended as provided by law.

4. Bylaws of Surviving Corporation. On the effective date of the merger, the Bylaws of Florida shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new Bylaws shall be adopted, in accordance with the provisions thereof.

5. Directors and Officers of Surviving Corporation. The Board of Directors of the Surviving Corporation shall initially consist of one director, who shall hold office until the annual meeting of the shareholders of the Surviving Corporation to be held in 2005, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The name, places of residence, and address of such director is as follows:

MICHAEL CARROLL	1425 Langham Terrace Heathrow, FL 32746
-----------------	--

The principal officers of the Surviving Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation or removal, and their respective offices, places of residence, and post office addresses, are as follows:

President:	MICHAEL CARROLL	1425 Langham Terrace Heathrow, FL 32746
Secretary and Treasurer:	MICHAEL CARROLL	1425 Langham Terrace Heathrow, FL 32746

The Surviving Corporation may have such other officers as shall be provided for in its Bylaws.

If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

6. Capital Stock of Surviving Corporation. On the effective date of the merger, the total amount of capital stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares is 5000 shares of one class of Common Stock having no par value. Said shares shall have such voting rights and powers as provided by the Florida Business Corporation Act.

7. Conversion of Outstanding Securities of Merger. The manner and basis of converting the outstanding Common Capital

Stock of Connecticut into stock of the Surviving Corporation upon the effective date of the merger shall be as follows:

a. Each of the 100 shares of Common Capital Stock of Connecticut outstanding on the effective date of the merger shall be converted into one share of Common Stock, no par value, of the Surviving Corporation. Such shares shall have the preferences, voting powers, restrictions, and qualifications provided for common stock in the General Corporation Law of Florida.

8. Exchange of Certificates. a. On and after the effective date of the merger, each holder of a certificate or certificates theretofore representing outstanding Common Capital Stock of Connecticut shall be entitled, upon the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of full shares of Common Stock into which the shares of Common Capital Stock of Connecticut shall have been converted as provided in paragraph 7 hereof. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of Common Capital Stock of Connecticut shall be deemed for all purposes to evidence only the ownership of the full shares of Common Stock of the Surviving Corporation into which the same shall have been converted in accordance with the provisions of paragraph 7 hereof.

b. If a certificate for any share or shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

9. Prohibited Actions of Constituent Corporations and Subsidiaries. Between the date hereof and the effective date of the merger, neither Connecticut nor Florida will except with the prior written consent of the other: a. issue or sell any stocks, bonds, or other corporate securities; b. incur any obligation or liability (absolute or contingent) other than current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business; c. discharge or satisfy any lien or encumbrance or pay any obligation or liability (absolute or contingent) other than current liabilities incurred in the ordinary course of business; d. make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock; e. mortgage, pledge, create a

security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible; f. sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business; g. sell, assign, or transfer any trademark, trade name, patent, or other intangible asset; h. waive any right of any substantial value; or i. enter into any transaction other than in the ordinary course of business.

10. Effect of Merger. On the effective date of the merger, Florida and Connecticut shall cease to exist separately and Connecticut shall be merged with and into Florida in accordance with the provisions of this agreement and in accordance with the provisions of and with the effect provided in Section 607.1107 of the Florida Business Corporation Act and Section 33-821 of the Connecticut Business Corporation Act. As provided therein, on the effective date of the merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thence forth 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 the Surviving Corporation.

11. Further Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, Connecticut will execute and deliver, or cause to be

executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

12. Capital. On the effective date of the merger: The 100 shares of Common Stock of the Surviving Corporation as the same shall have been continued or into which the outstanding shares of Common Capital Stock of Connecticut shall have been converted, in accordance with the provisions of paragraphs 7 and 8 hereof, shall be issued and outstanding.

13. Abandonment of Merger. This agreement may be terminated and the merger provided for hereby abandoned:

1. by votes of the Boards of Directors of both the Constituent Corporations at any time prior to the effective date of the merger; 2. by vote of the Board of Directors of either of the Constituent Corporations at any time prior to the effective date of the merger if (a) a material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporation in connection with the merger, or (b) the other Constituent Corporation, without prior written consent of such Constituent Corporation, shall take any action prohibited by this agreement, or (c) the other Constituent Corporation shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish, or (d) if in the opinion of the Board of Directors of such Constituent Corporation, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of either Constituent Corporation, and such consent is not obtainable without penalty; or 3. by vote of the Board of Directors of either of the Constituent Corporations at any time on or after May 1, 2004, if the merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this agreement shall be void and have no effect, and there shall be no liability on the part of either of the Constituent Corporations or any director, officer, or shareholder of either of such Constituent Corporations in respect thereof.

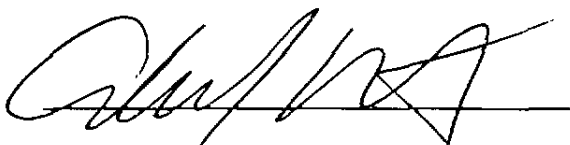
14. Right of Amendment. The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any

provision contained in its Certificate of Incorporation, as from time to time amended, and any provision contained in this agreement, in the manner now or hereafter prescribed by law or by such Certificate, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Certificate of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer, or any other person are subject to this reservation.

IN WITNESS WHEREOF, AMERICAN EAGLE ASSOCIATES, INC. and AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA have caused this agreement to be signed in their corporate names by their respective Presidents and their respective Secretaries under the seals of the corporations, and also by majorities of their respective Boards of Directors, all as of the day and year first above written.

Attest:

AMERICAN EAGLE ASSOCIATES, INC.



Secretary

By 

MICHAEL CARROLL

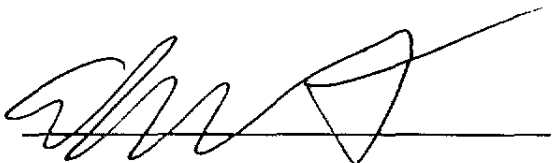
President

Sole Director of AMERICAN EAGLE ASSOCIATES, INC.



MICHAEL CARROLL

Attest:

AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA



Secretary

By 

MICHAEL CARROLL

President

Sole Director of AMERICAN EAGLE ASSOCIATES, INC. OF FLORIDA


MICHAEL CARROLL