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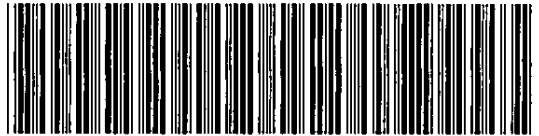
(Business Entity Name)

(Document Number)

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

Mergers  
9/15/08

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Miele Consulting

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Lynne D. Houle, Esq.

(Contact Person)

Bernstein Shur

(Firm/Company)

100 Middle Street, PO Box 9729

(Address)

Portland, ME 04104-5029

(City/State and Zip Code)

For further information concerning this matter, please call:

Lynne Houle

(Name of Contact Person)

At (207) 228-7286

(Area Code & Daytime Telephone Number)

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

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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

# **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, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Miele Consulting, Inc.	Florida	P07000037440

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Miele Consulting	Maine	

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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 after merger file date.)

**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 June 30, 2008.

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 June 30, 2008.

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)*

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Miele Consulting (FL corporation)

*R. Patrick Miele*

R. Patrick Miele, President

Miele Consulting (ME Corporation)

*R. Patrick Miele*

R. Patrick Miele, President

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## **PLAN OF MERGER**

**(Non Subsidiaries)**

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

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

Name

Jurisdiction

Mlele Consulting, Inc.

Florida

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

Name

Jurisdiction

Miele Consulting

Maine

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

Please see attached Agreement and Plan 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:

Please see attached Agreement and Plan 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:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

Please see attached Agreement and Plan of Merger

## **AGREEMENT AND PLAN OF MERGER**

Miele Consulting, a Maine corporation  
into  
Miele Consulting, a Florida corporation

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated this 30<sup>th</sup> day of June, 2008, pursuant to the Maine Business Corporation Act, 13-C M.R.S.A. §101 *et seq.* (the "Maine Act") and the Florida Business Corporation Act, Fla. Stat. §607 *et seq.* (the "Florida Act"), by and between Miele Consulting, a Maine corporation ("Miele Consulting - ME") and Miele Consulting, a Florida corporation ("Miele Consulting - FL" and together with Miele Consulting - ME, the "Participating Entities").

### **WITNESSETH:**

WHEREAS, Miele Consulting - ME is a corporation duly organized and existing under the laws of the State of Maine, and

WHEREAS, Miele Consulting - FL is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, all of the issued and outstanding stock of each of the Participating Corporations is owned by R. Patrick Miele (the "Sole Shareholder"); and

WHEREAS, the Sole Shareholder have voted to approve this Plan of Merger (the "Agreement"), in accordance with Title 13-C M.R.S.A. Section 1104(10).

NOW THEREFORE, the Participating Corporations do hereby agree to merge on the terms and conditions herein provided as follows:

### **ARTICLE I The Participants**

On the Effective Date, as hereinafter defined, in accordance with this Agreement and the Maine Business Corporation Act, Miele Consulting - ME shall be merged into Miele Consulting - FL (the "Merger"), which latter Corporation shall be the surviving corporation (the "Surviving Corporation").

### **ARTICLE II Articles of Incorporation, Bylaws**

On or after the Effective Date:

2.1 Articles of Incorporation. The Articles of Organization of Miele Consulting - FL Entity shall be and remain the Articles of Organization of the Surviving Entity until duly amended or repealed.

2.2 **Bylaws.** The Bylaws of Miele Consulting – FL dated \_\_\_\_\_, 2008, shall be and remain the Bylaws of the Surviving Entity until duly amended or repealed.

### **ARTICLE III**

#### **Articles of Merger, Effective Date**

Subject to the terms and conditions herein provided, as soon as practicable after the date hereof, Articles of Merger shall be filed with the each of the Office of the Secretary of the State of Maine and the Florida Department of State. The Merger shall become effective upon the latter of the filing of such Articles of Merger (the "Effective Date").

### **ARTICLE IV**

#### **Effect of Merger**

Upon the Effective Date the separate existence of Miele Consulting - ME shall cease and it shall be merged into the Surviving Corporation. The Surviving Corporation shall from and after the Effective Date possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Participating Corporations, and all property, real, personal and mixed, and all debts due to either of the Participating Corporations on whatever account, as well as stock subscriptions and all other things in action or belonging to each of the Participating Corporations shall be vested in the Surviving Corporation without reversion or impairment; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as effectively as though they were of the several and respective Participating Corporations. All rights of creditors and all liens upon the property of the Participating Corporations shall be preserved unimpaired, and the Participating Corporations may be deemed to continue in existence in order to preserve the same, and all debts, liabilities and duties of the Participating Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative pending by or against either Participating Corporation, may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

All of the issued and outstanding capital stock of ABC 2 shall be redeemed and cancelled by ABC 2. Said shares of stock shall not be exchanged or converted into stock or other property of the Surviving Corporation and holders of such stock shall not be entitled to any other consideration in exchange for or upon surrender of such stock.

### **ARTICLE V**

#### **Required Actions**

Each of the Participating Corporations shall take, or cause to be taken, all actions or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Maine to consummate and make effective the Merger.



Miele Consulting - ME, its officers and directors, shall execute or cause to be executed such assignments, assurances, or the like as may be necessary or desirable to vest title to its properties, assets and rights in the Surviving Corporation, or to otherwise carry out the purposes of this Agreement.

#### **ARTICLE VII Termination**

This Agreement may be terminated and the Merger may be abandoned at any time before the Effective Date of the Merger with the mutual consent of the Boards of Directors of the Participating Corporations.

#### **ARTICLE VIII Miscellaneous**

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than Miele Consulting - ME and Miele Consulting - FL and their respective stockholders, any rights or remedies under, or by reason of, this Agreement.

#### **ARTICLE IV**

IN WITNESS WHEREOF, Miele Consulting - ME and Surviving Entity have caused this Agreement to be executed by their respective duly appointed officers on the date first above written.

**Miele Consulting - ME:**

Miele Consulting

By: *R. Patrick Miele*  
R. Patrick Miele, President

**Miele Consulting - FL:**

Miele Consulting

By: *R. Patrick Miele*  
R. Patrick Miele, President