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## MERGER OR SHARE EXCHANGE

### ILB ENTERPRISES, INC.

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Merge  
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**ARTICLES OF MERGER**  
(Profit Corporations)

*eff 3-10-08*

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)
<u>ILB ENTERPRISES, INC.</u>	<u>Florida</u>	<u>P08000021195</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>ILB ENTERPRISES, INC.</u>	<u>Illinois</u>	<u>not applicable</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**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** 3 / 10 / 2008 (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 2/27/2008

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 2/27/2008

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)



AGREEMENT AND PLAN OF MERGER  
OF ILB ENTERPRISES, INC.  
WITH AND INTO  
ILB ENTERPRISES, INC.

This Agreement and Plan of Merger ("Agreement") is made and entered into this 27th day of February 2008 by and between ILB Enterprises, Inc., an Illinois corporation (hereinafter called "ILB Illinois"), and ILB Enterprises, Inc., a Florida corporation (hereinafter called "ILB Florida" or "Surviving Corporation"); which corporations are hereafter sometimes referred to jointly as the "Constituent Corporations."

RECITALS

A. ILB Illinois is an Illinois corporation, incorporated on November 5, 1992. Its registered office in the State of Illinois is located at 750 Lake Cook Road, Suite 350, Buffalo Grove, Illinois 60089 and its registered agent is Alan D. Kovitz

B. The total number of shares which ILB Illinois has authority to issue is 100,000 shares of Common stock, no par value, of which 1,000 shares are issued.

C. ILB Florida is a Florida corporation having been incorporated on February 27, 2008. Its registered office in the State of Florida is located at 3960 Deer Crossing Court, #102, Naples, Florida 34114 and its registered agent is Irving L. Blackman.

D. The total number of shares which ILB Florida has authority to issue is 10,000 shares of Common stock, no par value, of which 1,000 shares are issued.

E. ILB Florida has the same ownership as that of ILB Illinois, and has been formed solely for ILB Illinois to change its State of incorporation to Florida.

F. The Boards of Directors and shareholders, as applicable, of the respective Constituent Corporations have determined that it is advisable that ILB Illinois be merged with

and into ILB Florida in a tax free reorganization qualifying under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and have approved such merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Illinois and Florida.

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I

##### MERGER

ILB Illinois and ILB Florida shall be merged into a single corporation in accordance with the applicable provisions of the laws of the States of Illinois and Florida, by ILB Illinois merging with and into ILB Florida. ILB Florida shall be the Surviving Corporation.

#### ARTICLE II

##### EFFECT OF THE MERGER

2.01 The merger shall become effective as of 11:59 P.M. Eastern Time on March 10, 2008.

2.02 At the effective date and time of the merger:

a. ILB Florida shall become the Surviving Corporation and the separate existence of ILB Illinois shall cease, except to the extent provided by the laws of the States of Illinois and Florida in the case of a corporation merged with and into another corporation.

b. The Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises of a public as well as a private nature, of each of the Constituent Corporations, and all property, real, personal and mixed, of and all debts due to each of the Constituent Corporations on whatever account, and all things in action, and all and every other interest of, or belonging or due to each

of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

c. All rights of creditors and all liens, if any, upon the property of either of the Constituent Corporations shall be preserved unimpaired by the merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations have been incurred or contracted by it.

d. All corporate acts, plans, policies, arrangements, approvals and authorizations of ILB Illinois, its shareholders, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to ILB Illinois.

### ARTICLE III

The name of the Surviving Corporation on the effective date of the merger shall be ILB Enterprises, Inc.

### ARTICLE IV

#### BY-LAWS

The By-laws of ILB Florida as existing and constituted on the effective date of the merger shall constitute the By-laws of the Surviving Corporation until altered, amended or repealed.

ARTICLE V

DIRECTORS

The sole director of the Surviving Corporation on the effective date of the merger shall be Irving L. Blackman, and he shall hold office until the next annual meeting of the shareholders or until his successor shall have been elected or appointed and shall have qualified, or until his earlier resignation or removal.

ARTICLE VI

OFFICERS

The officers of the Surviving Corporation on the effective date of the merger shall be as follows, to hold office until the next annual meeting of the Board of Directors, or until their respective successors shall have been elected or appointed and shall have qualified, or until their earlier resignation or removal:

President	Irving L. Blackman
Secretary	Sallie Blackman

ARTICLE VII

REGISTERED AGENT AND REGISTERED OFFICE

On the effective date of the merger, the registered office in the State of Florida will be located at 3960 Deer Crossing Court, #102, Naples, Florida 34114 and its registered agent will be Irving L. Blackman.

ARTICLE VIII

PRINCIPAL OFFICE

On the effective date of the merger the address of the principal office of the Surviving Corporation shall be 3960 Deer Crossing Court, #102, Naples, Florida 34114.

ARTICLE IX  
CONVERSION OF SHARES

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

On the effective date, ILB Illinois will be merged into ILB Florida. The Surviving Corporation assumes all rights, privileges, assets and liabilities of the non-survivor. As both corporations party to the merger are owned by the same shareholder, in like proportion, the 1,000 shares of Common stock, no par value, of ILB Illinois issued and outstanding on the effective date and time of the merger shall be surrendered and cancelled. The 1,000 shares of issued and outstanding Common stock, no par value, of ILB Florida on the effective date and time of the merger shall remain as the issued and outstanding Common stock of the Surviving Corporation following the merger. The shareholders of ILB Illinois and ILB Florida have approved this Agreement and Plan of Merger by unanimous written consent.

ARTICLE X  
ACCOUNTING MATTERS

Except as herein provided with respect to the exchange and cancellation of the outstanding shares of ILB Illinois, upon the effective date of the merger: (a) the respective assets of ILB Illinois and ILB Florida shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on the respective books immediately prior to the effective date of the merger; (b) the respective liabilities and reserves of ILB Illinois and ILB Florida (excluding capital stock, paid in capital and retained earnings) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on the respective books immediately prior to the



effective date of the merger; (c) the paid in capital and retained earnings of ILB Illinois shall be taken up on the books of the Surviving Corporation as paid in capital and retained earnings, respectively, in the amounts at which the same shall be carried on the books of ILB Illinois immediately prior to the merger; and (d) the fiscal year end of ILB Florida shall constitute the fiscal year end of the Surviving Corporation.

#### ARTICLE XI

##### FURTHER ASSURANCE

If at any time, the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or is desirable to vest in the Surviving Corporation the title to any property or rights of ILB Illinois, the proper officers and directors of ILB Illinois shall execute and make all proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. The proper officers and directors of the Surviving Corporation are fully authorized, in the name of ILB Illinois, or otherwise, to take any and all such action.

#### ARTICLE XII

##### APPROVAL OF SHAREHOLDERS - TERMINATION

*This Agreement shall be submitted to the shareholders or stockholders of each of the Constituent Corporations as provided by law and it shall take effect and be deemed and be taken to be the agreement and plan or merger of the Constituent Corporations upon the approval or adoption thereof by the shareholders or stockholders of each of the Constituent Corporations in accordance with the requirements of the laws of the States of Illinois and Florida, and upon execution, filing and recording of said documents and of doing such other acts and things as shall*

be required for accomplishing the merger under the provisions of the laws of the States of Illinois and Florida.

ARTICLE XIII

CERTAIN AGREEMENTS OF SURVIVING CORPORATION

13.01 ILB Florida, as the Surviving Corporation, hereby agrees that it may be served with process in any proceeding for the enforcement of any obligation of ILB Illinois or of the rights of a dissenting shareholder of ILB Illinois.

13.02 ILB Florida, as the Surviving Corporation, hereby agrees that it will promptly pay to the dissenting shareholders of ILB Illinois, if any, the amount, if any, to which they shall be entitled pursuant to the laws of the States of Illinois and Florida.

ARTICLE XIV

MISCELLANEOUS

14.01 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

14.02. The heading of the several articles herein have been inserted for convenience of reference only and are not intended to be a part or to effect the meaning or interpretation of this Agreement.

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