

PO8000023909

(Requestor's Name)

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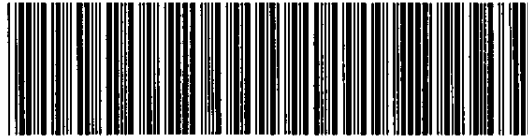
(Business Entity Name)

(Document Number)

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15 MAY 26 AM 7:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Meredith
JUN 04 2015
T. LEMIEUX



Tel: 787-754-3999
Fax: 787-754-3105
www.bdo.pr.com

PO Box 363436
San Juan, PR 00936-3436

VIA: FEDEX EXPRESS, TRACKING NO.: 8716 9328 6856

May 21, 2015

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

**RE: MERGER OF FOR FLORIDA PROFIT CORPORATION TO A FOREIGN CORPORATION
BOEKHOUDT ENTERPRISES, INC
FEI/EIN NUMBER: 65-0791515**

To whom it may concern,

On behalf of our client of reference, hereby we respectfully submit the following documents for your review and consideration:

- (1) Articles of Merger pursuant to section 607.1105, Florida Statutes
- (2) Copy of the Plan of Merger pursuant to section 607.1101, Florida Statutes
- (3) A Money Order payable to the Florida Department of State for \$52.50 to cover the Filing Fee and two Certified Copies.

Please return all correspondence concerning this matter to:

BDO Puerto Rico, PSC
Attn: Lucas Limonta
PO Box 363436
San Juan, PR 00936-3436

For future annual report notifications please direct all communications to: taxcompliance@bdo.com.pr.

We truly appreciate your cooperation regarding this matter. Shall you have any questions, comments, or need additional information do not hesitate to contact us at 787-754-3999, extensions 2165, 2072 or by electronic mail at rarce@bdo.com.pr.

Cordially,

BDO PUERTO RICO, P.S.C.

Rafael A. Arce, JD, CPA, MST
Senior Tax Advisory Manager

Enclosures -
As stated

ARTICLES OF MERGER OF
BOEKHOUDT ENTERPRISES, INC.
(A FLORIDA PROFIT CORPORATION)

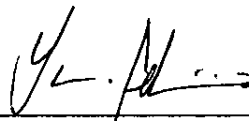
The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

- FIRST:** The name of the *surviving corporation* is **BOEKHOUDT ENTERPRISES, INC.**, a for profit corporation organized and existing under the laws of the Commonwealth of Puerto Rico with register number 353840 filed at the Puerto Rico Department of State.
- SECOND:** The name of the *merging corporation* is **BOEKHOUDT ENTERPRISES, INC.**, a profit corporation organized and existing under the laws of the State of Florida with document number P08000023909 filed at the Florida Department of State.
- 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.
- FIFTH:** The Plan of Merger was adopted by the Director of the surviving corporation on May 21th 2015 and shareholder approval was not required.
- SIXTH:** The Plan of Merger was adopted by the Director of the merging corporation on May 21th 2015 and shareholder approval was not required.

IN WITNESS WHEREOF, said surviving corporation and merging corporation have caused these Articles of Merger to be signed by the Sole Director of the Surviving Corporation and the Sole Director of the Merging Corporation.



BOEKHOUDT ENTERPRISES, INC.
(Surviving Corporation)
By: Yani E. Feliciano
Sole Director and Shareholder



BOEKHOUDT ENTERPRISES, INC.
(Merging Corporation)
By: Yani E. Feliciano
Sole Director and Shareholder

FILED
15 MAY 26 AM 7:19
CLERK OF STATE
TALLAHASSEE, FLORIDA

WRITTEN CONSENT OF THE SOLE DIRECTOR AND SHAREHOLDER ADOPTING:

PLAN OF MERGER OF

**BOEKHOUDT ENTERPRISES, INC.
(A FLORIDA PROFIT CORPORATION)**

WITH AND INTO

**BOEKHOUDT ENTERPRISES, INC.
(A PUERTO RICO FOR PROFIT CORPORATION)**

The undersigned, being the sole director and shareholder of **BOEKHOUDT ENTERPRISES, INC.**, a corporation organized and existing under the laws of the State of Florida (BEFL being hereinafter sometimes referred to as the "Merging Corporation"); and, **BOEKHOUDT ENTERPRISES, INC.**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (BEPR being hereinafter sometimes referred to as the "Surviving Corporation"), hereby certify that the foregoing resolutions have been adopted by their respective directors and shareholders pursuant to Sections 607.1101, 607.1105, 607.1106, 607.1107 and 607.1108 Florida Statutes, as amended; and, Articles 4.01(E), 10.01 and 10.02 of the Puerto Rico General Corporations Act of 2009, as amended, for the purpose of establishing a Plan of Merger as herein described.

This Plan of Merger is made and entered into as of the 21th day of May, 2015 by BEFL to merge with and into BEPR, as of the Effective Date (as defined in Article 2.1 below); said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and the shareholders of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that BEFL be merged with and into BEPR, with BEPR being the Surviving Corporation, under and pursuant to Article 10.02 of the Puerto Rico General Corporations Act, Sections 607.1105, Florida Statutes, as amended, and on the terms and conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following provisions are hereby adopted:

ARTICLE I - MERGER

1.1 Merging Corporation shall be merged with and into Surviving Corporation in accordance with the laws of the State of Florida and the laws of the Commonwealth of Puerto Rico. The separate corporate existence of Merging Corporation shall thereby cease, and Surviving Corporation shall be the surviving

corporation. As soon as practicable after the shareholders, as applicable, of each of said entities consent to this Agreement and Plan of Merger, the appropriate Articles of Merger shall be signed, verified and delivered for filing with the Florida Department of State; and, with the Secretary of State of the Commonwealth of Puerto Rico.

1.2 The name of the Surviving Corporation after the merger shall remain "BOEKHOUDT ENTERPRISES, INC.".

1.3 On the Effective Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date, the Surviving Corporation shall possess all of the property, rights, privileges, patents, trademarks, licenses, registrations, immunities, franchises, and other assets of every kind and description, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporations of a public, as well as, of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts, obligations, liabilities, and liens due on whatever account to it, including all causes of action and all and every other interest of or belonging to it, shall be taken by and deemed to be assumed, transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, patents, trademarks, licenses, registrations, immunities, and franchises of a public, as well as, of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Puerto Rico General Corporations Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II - TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on the day of filing of the Articles of Merger pursuant to Section 607.1105(b), Florida Statutes and Article 10.01 of the Puerto Rico General Corporations Act of 2009, as amended. The time and date of such effectiveness is referred to in this Agreement as the "Effective Date".

2.2 Prior to the Effective Date, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III - CHARTER AND BYLAWS, DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Boekhoudt Puerto Rico, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation, and no change to such Articles of Incorporation, with no exceptions.

3.2 The Bylaws of Boekhoudt Puerto Rico, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with the laws of the Commonwealth of Puerto Rico, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and Officers of Boekhoudt Puerto Rico immediately prior to the Effective Date shall, after the merger, continue as the Directors and Officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the Commonwealth of Puerto Rico and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV - CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding **ONE HUNDRED (100)** shares of \$.01 par value Common Stock (the "Surviving Common Stock"), which are the only issued and outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently have issued and outstanding **ONE HUNDRED (100)** shares of \$.01 par value Common Stock which are the only issued and outstanding shares and units of the Merging Corporation.

4.3 At the Effective Date, each of the **ONE HUNDRED (100)** issued and outstanding shares of Merging Stock will be exchanged by **ONE HUNDRED (100)** shares of the Surviving Common Stock. After the Effective Date, the holder of the outstanding certificate theretofore representing shares of Merging Stock may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and such holder or transferee will be entitled to receive certificates representing **ONE HUNDRED (100)** shares of Surviving Common for every **ONE HUNDRED (100)** shares of Merging Stock previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented Merging Stock and Units, shall be deemed and treated for all corporate purposes to represent the ownership of **ONE HUNDRED (100)** share of Surviving Common Stock. No other cash, shares, securities or obligations will be distributed or issued upon conversion of Merging Stock.

4.4 Upon the Effective Date, by virtue of the Plan of Merger, and without any action on part of the holder thereof, each share Common Stock of the Surviving Corporation outstanding immediately prior thereto shall retain the status of an authorized and unissued share of the Surviving Corporation.

ARTICLE V - BOOK ENTRIES

5.1 As of the Effective Date, entries shall be made upon the books of the Surviving Corporation in respect of this Plan of Merger in accordance with the following:

- a) The assets and liabilities of the Merging Corporation immediately prior to the Effective Date shall be recorded on the books of the Surviving Corporation at the same amounts at which they were carried on the books of the Merging Corporation immediately prior to the Effective Date.
- b) There shall be credited as stated capital in the books of the Surviving Corporation the aggregate amount of the par value of all shares of Common Stock of the Surviving Corporation issued as a result of the conversion of the outstanding shares of the Merging Common Stock into shares of Common Stock of the Surviving Corporation pursuant to this Plan of Merger.

c) There shall be credited (or debited) as surplus (or deficit) in respect of the capital account of the Surviving Corporation the excess of: (i) the amount of the capital of the Merging Corporation in respect of the Merging Common Stock plus the amount carried in the Capital Surplus account of the Merging Corporation immediately prior to the Effective Date; over, (ii) the amount credited as stated capital in respect of Common Stock of the Surviving Corporation pursuant to paragraph (b) of this Article V.

d) There shall be credited (or debited) as surplus (or deficit) in respect of the retained earnings of the Surviving Corporation the aggregate of the amount carried in the Retained Earnings account of the Merging Corporation immediately prior to the Effective Date.

As of the Effective Date, entries shall be made upon the books of the Merging Corporation to close its books of account.

ARTICLE VI - MISCELLANEOUS

6.1 Notwithstanding anything herein to the contrary, the Board of Directors of the Surviving Corporation may, in their sole discretion and at any time prior to the filing with the Secretary of State of the Commonwealth of Puerto Rico of the necessary Certificate of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporations. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Article 6.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Plan of Merger.

6.2 The Shareholders of the Constituent Corporations dissenting to the Plan of Merger shall be entitled, pursuant to Article 10.13 of the Act, to be paid the fair value of their shares upon compliance with such statutory sections.

6.3 This Plan of Merger embodies all the terms and conditions adopted regarding the merger of the Merging Corporation and the Surviving Corporation and there are no agreements, understandings, directions, restrictions or warranties other than those set forth herein or herein provided for.

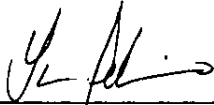
6.4. This Plan of Merger shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

6.5 The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Plan of Merger.

6.6 This Plan of Merger shall be binding upon and inure to the benefit of the Merging Corporation and the Surviving Corporation. The rights of the Merging Corporation and the Surviving Corporation under this Plan of Merger may not be assigned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the sole shareholder and director has hereunto signed this Written Consent to adopt this Plan of Merger to be executed as described herein, this 21th day of May, 2015.

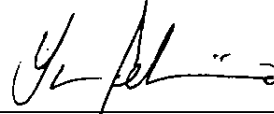


BOEKHOUDT ENTERPRISES, INC.

(Surviving Corporation)

By: Yani E. Feliciano

Sole Director and Shareholder



BOEKHOUDT ENTERPRISES, INC.

(Merging Corporation)

By: Yani E. Feliciano

Sole Director and Shareholder