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Florida Department of State
Division of Corporations
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To: Division of Corporations
Fax Number : (850)617-6380

From: Ana M. Sanz
Account Name : AVILA RODRIGUEZ HERNANDEZ MENA & FERRER
Account Number : I20070000136
Phone : (305)779-3564
Fax Number : (305)779-3561

RECEIVED
11 APR 25 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE
CM FLORIDA HOLDINGS, INC.

| | |
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CM FLORIDA HOLDINGS, INC.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

ASNARDO GARRO, ESQ.
Contact Person

AVILA RODRIGUEZ HERNANDEZ MENA & FERRI L
Firm/Company

2525 PONCE DE LEON BLVD., SUITE 1225
Address

CORAL GABLES, FLORIDA 33134
City/State and Zip Code

AGARRO@ARHMF.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ASNARDO GARRO At (305) 779-3573
Name of Contact Person 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

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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) |
|----------------------------------|---------------------|--|
| <u>CM FLORIDA HOLDINGS, INC.</u> | <u>FLORIDA</u> | <u>P08000032047</u> |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|-------------------------------------|---------------------|--|
| <u>CITY NATIONAL BANCSHARES, II</u> | <u>FLORIDA</u> | <u>J06940</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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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 MARCH 11, 2011

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 MARCH 11, 2011

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)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (“Agreement”) is dated as of March 14, 2011, by and between **CM FLORIDA HOLDINGS, INC.**, a Florida corporation (the “Acquiror”), and **CITY NATIONAL BANCSHARES, INC.**, a Florida corporation (the “Company”) (each hereinafter individually a “party” and collectively the “parties”).

Recitals

WHEREAS, immediately prior to the Effective Date (as defined below) all of the outstanding shares of common stock of the Company (“Company Common Stock”) are owned by the Acquiror;

WHEREAS, the respective Board of Directors and the Shareholders of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the provisions of the Florida Business Corporation Act (the “FBCA”), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the “Merger”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1101 of the FBCA, the Company shall be merged with and into the Acquiror at the Effective Date (as hereinafter defined). Following the Effective Date, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the “Surviving Corporation”). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

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2. Effective Date.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file the Articles of Merger (the "**Articles of Merger**") complying with Section 607.1105 of the FBCA with the Florida Department of State with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Date**").

(b) The Merger shall have the effects set forth in the FBCA, including without limitation, Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The Bylaws of the Acquiror in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the Articles of Incorporation of the Acquiror in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

5. Conversion of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holder of shares of capital stock of the Company:

(a) all of the outstanding Company Common Stock, which are owned by the Acquiror, will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. All outstanding certificates (the "**Certificates**") that immediately prior to the Effective Date evidenced outstanding shares of Company Common Stock shall be automatically cancelled on the Effective Date.

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7. Representations and Warranties of the Parties. Each party represents and warrants to the other parties that the statements contained in this Section 7 are correct and complete as of the date of this Agreement, and shall be correct and complete as of the Effective Date:

(a) Organization, Qualification and Corporate Power. Each party is a corporation duly organized, validly existing and in active status under the laws of the State of Florida. Each party is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Each party has full corporate power and authority and all licenses, permits and authorizations necessary to carry on the business in which it is engaged and to own and use the properties owned and used by it;

(b) Consents. Except for approval by the Florida Department of State through the filing of Articles of Merger and except as otherwise stated in this Agreement, each party warrants that it is not required to give prior notice to, or obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority, creditor or other person or entity in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby;

(c) Corporate Authority. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement, when executed and delivered by each party, shall be the valid and binding obligation of each party, enforceable against the other party in accordance with the terms hereof.

(d) Approvals. Each party represents and warrants that this Agreement and the Articles of Merger have been duly authorized and approved by the Board of Directors and all of the Shareholders of each party in accordance with the FBCA.

(e) Articles of Merger. Each party represents and warrants that it has, concurrently with the execution of this Agreement, executed Articles of Merger with the Florida Department of State.

8. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
12. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CM FLORIDA HOLDINGS, INC.

By: _____

Name: LUIS GABARDA

Title: GENERAL MANAGER

CITY NATIONAL BANCSHARES, INC.

By: _____

Name: RAMON FERRAZ

Title: PRESIDENT

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