

PD9000043413

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

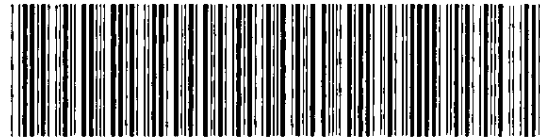
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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Merge

05/15/09--01007--002 **43.75

RECEIVED
09 MAY 15 AM 8:23
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2009 MAY 15 PM 1:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Handwritten initials and date:
AP 5/18/09

Sonstate Research
Requester's Name

Address

City/State/Zip

Phone #

656-5454

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Newman Family Investments
(Corporation Name) (Document #)

2. The
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. File 2nd
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☒ Dissolution/Withdrawal
☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

ARTICLES OF MERGER
(Profit Corporations)

FILED

2009 MAY 15 PM 7:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Newman Family Investments, Inc.	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Newman Investments, Inc.	Maine	19991397 D

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
April 28, 2009 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
April 28, 2009 and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

Newman Investments, Inc.

Charles W. D.

~~Charles W. Newman, President~~

Newman Family Investments, Inc.

Charles W. New

~~Charles~~ W. Newman, President

AGREEMENT
AND
PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made and entered into as of the 28 day of April, 2009, by **NEWMAN INVESTMENTS, INC.**, a Maine corporation, (the "Disappearing Entity") and **NEWMAN FAMILY INVESTMENTS, INC.**, a Florida corporation, (the "Surviving Entity"). The Disappearing Entity and the Surviving Entity are sometimes hereinafter collectively referred to as the "Constituent Entities."

RECITALS:

WHEREAS, the Board of Directors of the Disappearing Entity and the Board of Directors of the Surviving Entity have determined that it is in the best interest of their respective corporations and their shareholders to consummate the merger contemplated by this Plan.

WHEREAS, **CHARLES W. NEWMAN** and **DIANE NEWMAN**, as the shareholders of the Surviving Entity and as the shareholders of the Disappearing Entity, deem it advisable that the Disappearing Entity be merged into the Surviving Entity.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Entities have agreed and do hereby plan to merge upon the terms and conditions stated below.

1. Agreement to Merge. At the Effective Date (defined below), the Disappearing Entity shall be merged into the Surviving Entity (the "Merger"), and the separate corporate existence of the Disappearing Entity shall cease and the Surviving Entity shall continue to exist.

2. Effective Date of the Merger. The Merger shall be effective on the date of the filing of the Articles of Merger attached hereto as Exhibit "A" with the office of the Secretary of State of Florida (the "Effective Date").

3. Certificate of Incorporation and Bylaws. Until altered, amended or repealed, the Articles of Incorporation and the Bylaws of the Surviving Entity shall be those of **NEWMAN FAMILY INVESTMENTS, INC.** as in effect immediately prior to the Effective Date.

4. Directors and Officers of Surviving Entity. The directors and officers of the Surviving Entity shall be the directors and officers of **NEWMAN FAMILY INVESTMENTS, INC.** that are serving immediately prior to the Effective Date, until such time as their successors shall be duly elected and qualified.

5. Merger Consideration. Prior to the Merger, **CHARLES W. NEWMAN** owned 50% of the outstanding capital stock of **NEWMAN INVESTMENTS, INC.** and 50% of the outstanding capital stock of **NEWMAN FAMILY INVESTMENTS, INC.** Prior to the Merger, **DIANE NEWMAN** owned 50% of the outstanding capital stock of **NEWMAN INVESTMENTS, INC.** and 50% of the outstanding capital stock of **NEWMAN FAMILY INVESTMENTS, INC.** On the Effective Date of the Merger and without any further action by the parties hereto: (i) the capital stock of **NEWMAN INVESTMENTS, INC.** issued and outstanding immediately prior to the Effective Date shall automatically be cancelled, and (ii) the capital stock of **NEWMAN FAMILY INVESTMENTS, INC.** issued and outstanding immediately before the Effective Date shall remain issued and outstanding and shall constitute 100% of the issued and outstanding shares of the Surviving Entity.

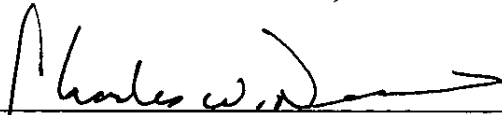
6. Rights of the Surviving Entity. Upon the Effective Date: (a) the Disappearing Entity and the Surviving Entity shall become a single corporation and the separate corporate existence of the Disappearing Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Disappearing Entity which, together with all of the assets, goodwill, business, patents, trademarks and properties of the Disappearing Entity of every type and description, wherever located, real, personal or mixed, whether tangible or intangible (including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Disappearing Entity), shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Disappearing Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 6, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their shareholders, Board of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

7. Right to Abandon or Amend the Merger. The Board of Directors of the Disappearing Entity and of the Surviving Entity shall each have the power, in their discretion, to abandon or

amend the Merger prior to the filing of the Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and hereunto subscribed their names on the date first written above.

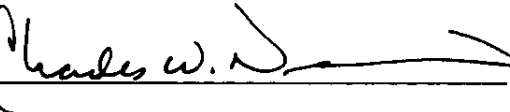
NEWMAN INVESTMENTS, INC.

By: 

Name: Charles W. Newman

Title: President

NEWMAN FAMILY INVESTMENTS, INC.

By: 

Name: Charles W. Newman

Title: President