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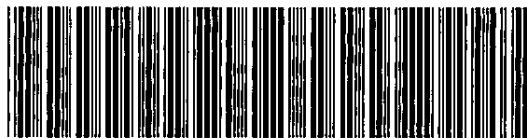
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Certified Copies _____

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FILED

2010 APR 27 AM 9:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
4/30/10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Ralph A. Samuels & Co., 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:

Jessica Lastarza, Esq.
Contact Person

Greif & Litwak, P.C.
Firm/Company

20 William Street, Suite 320
Address

Wellesley, MA 02481
City/State and Zip Code

RASamuels1@aol.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jessica Lastarza At (617) 723-9770
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

GREIF & LITWAK, P.C.

ATTORNEYS AT LAW

LAWRENCE LITWAK

JESSICA LASTARZA

KATE CONSTANTINO

April 22, 2010

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

Re: Ralph A. Samuels & Co., Inc.

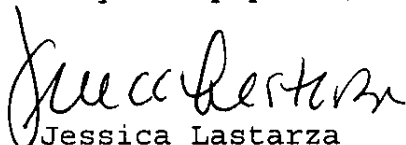
Dear Sir or Madam:

Enclosed herewith for filing in duplicate are Articles of Merger for the merger of Ralph A. Samuels & Co., Inc. a Massachusetts corporation, into the surviving corporation, Ralph A. Samuels & Co., Inc., a Florida corporation. Also enclosed are the signed Plan of Merger and a check for \$70 payable to the State of Florida representing the filing fee.

Please date-stamp one (1) of the enclosed copies and forward same to this office in the enclosed self-addressed, stamped envelope.

Please contact the undersigned if there are any questions on this matter.

Very truly yours,



Jessica Lastarza

Enclosure

Wellesley Office Park

20 William Street | Suite 320 | Wellesley, Massachusetts 02481-4145

Telephone: 781-489-1040 • 617-723-9770 • Fax: 617-723-9490

larry@gltaxlaw.com • jessica@gltaxlaw.com • kate@gltaxlaw.com

ARTICLES OF MERGER
(Profit Corporations)

FILED
2010 APR 27 AM 9:25
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)
Ralph A. Samuels & Co., Inc.	Florida	P10000034667

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ralph A. Samuels & Co., Inc.	Massachusetts	N/A
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 April 20 2010.

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 April 20 2010.

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

Ralph A. Samuels & Co.,

Ralph A. Samuels

Ralph A. Samuels, President

Inc. (Massachusetts)

Ralph A. Samuels & Co.,

Ralph A. Samuels

Ralph A. Samuels, President

Inc. (Florida)

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

Agreement of Merger and Plan of Reorganization ("Agreement of Merger") made as of this 20th day of April, 2010, by and between Ralph A. Samuels & Co., Inc., a Massachusetts corporation (hereinafter called "RAS MASS") and Ralph A. Samuels & Co., Inc., a Florida corporation (hereinafter called "RAS FLA").

W I T N E S S E T H:

WHEREAS, RAS MASS was formed under the provisions of Chapter 156A of the General Laws of The Commonwealth of Massachusetts pursuant to the filing of Articles of Organization on November 24, 1976 with the Corporations Divisions, Office of the Secretary of State of The Commonwealth of Massachusetts (the "Filing Office"); and

WHEREAS, the Articles of Organization of RAS MASS were amended by the filing with the Filing Office of (i) Articles of Amendment dated January 16, 2002 and filed January 24, 2002, and (ii) Articles of Amendment dated July 29, 2006 and filed August 8, 2006 (the "Second Amendment"), which Second Amendment converted RAS MASS from a Massachusetts professional corporation to a Massachusetts business corporation; and

WHEREAS, RAS FLA was formed under the provisions of Chapter 607 of the Florida Business Corporation Act pursuant to the filing of Articles of Incorporation on April 20, 2010 with the Florida Department of State, Division of Corporations; and

WHEREAS, the respective Boards of Directors of RAS MASS and RAS FLA have resolved that RAS MASS be merged (the "Merger") pursuant to the Florida Business Corporation Act and the Massachusetts Business Corporation Act into a single corporation existing under the laws of the State of Florida, to wit, Ralph A. Samuels & Co, Inc., a Florida corporation, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation"); and

WHEREAS, the authorized capital stock of RAS MASS consists of twelve thousand five hundred (12,500) shares of Common Stock with no par value (hereinafter called "RAS MASS Common Stock"), of which twelve thousand four hundred ninety-nine (12,499) shares are issued and outstanding; and

WHEREAS, the authorized capital stock of RAS FLA consists of twelve thousand five hundred (12,500) shares of Common Stock with no par value (hereinafter called "RAS FLA Common Stock"),

of which twelve thousand four hundred ninety-nine (12,499) shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of RAS MASS and RAS FLA have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement of Merger; and

WHEREAS, for United States Federal income tax purposes it is intended that the Merger constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and that this Agreement of Merger constitute a plan of reorganization within the meaning of the United States Treasury Regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Business Corporation Act and the Massachusetts Business Corporation Act that RAS MASS shall be, at the Effective Date (as hereinafter defined), merged into a single corporation existing under the laws of the State of Florida, to wit, Ralph A. Samuels & Co, Inc., a Florida corporation, which shall be the Surviving Corporation, and the parties hereto hereby adopt and agree to the following agreements, terms, and conditions

relating to the Merger and the mode of carrying the same into effect.

1. Filings; Effects of Merger

1.1 Filing of Certificate of Merger; Effective Date.

Subject to the terms and conditions of this Agreement of Merger, Articles of Merger shall be executed and filed in accordance with the Florida Business Corporation Act and Articles of Merger shall be executed and filed in accordance with the Massachusetts Business Corporation Act. The Articles of Merger filed in Florida and in Massachusetts shall, in each case, provide that the Merger shall become effective on April 27, 2010 (the "Effective Date").

1.2 Certain Effects of Merger. On the Effective Date, the separate existence of RAS MASS shall cease, and RAS MASS shall be merged into RAS FLA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of RAS MASS; and all and singular, the rights, privileges, powers, and franchises of RAS MASS, and all property, real, personal, and mixed, and all debts due to RAS MASS on whatever account, as well as stock subscriptions and all other things in action or

belonging to RAS MASS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of RAS MASS, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Massachusetts or any other jurisdiction, in RAS MASS, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of RAS MASS shall be preserved unimpaired, and all debts, liabilities, and duties of RAS MASS 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. At any time, or from time to time, after the Effective Date, the last acting officers of RAS MASS or the corresponding officers of the Surviving Corporation, may, in the name of RAS FLA, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all RAS MASS property, rights,

privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement of Merger.

2. Name of Surviving Corporation; Articles of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Ralph A. Samuels & Co., Inc.

2.2 Articles of Incorporation. The Articles of Incorporation of RAS FLA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of RAS FLA as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The mode of carrying into effect the Merger provided in this Agreement and the manner and basis of converting the shares of RAS MASS into shares of the Surviving Corporation are as follows:

3.1 RAS MASS Common Stock. Each share of RAS MASS Common Stock which shall be issued and outstanding immediately before

the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of Common Stock of RAS FLA, and outstanding certificates representing shares of RAS MASS Common Stock shall thereafter represent shares of RAS FLA Common Stock. Such certificates may, but need not be, exchanged by the Holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4. Miscellaneous

4.1 Termination. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholder of RAS MASS, if the Board of Directors of RAS MASS or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument, but

all of which together shall constitute one and the same instrument.

4.3 Headings. The headings in this Agreement of Merger shall not affect in any way its meaning or interpretation.

4.4 Amendments. Any of the terms or conditions of this Agreement of Merger may be modified or waived at any time before the Effective Date by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the written consent or waiver of the governing board of such party or the applicable shareholders, provided that any such modification or waiver shall, in the judgment of the party making it, not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement of Merger.

4.5 Assignment. Neither party shall have any right to assign its rights or obligations hereunder without the express written consent of the other.

4.6 Notices. Any notices required to be given pursuant to the provisions of this Agreement of Merger shall be sufficient if in writing and sent by certified mail, postage prepaid, to the parties hereto at the addresses set forth above or at such

other address as may be designated by notice given in accordance with the provisions of this Section.

4.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement of Merger shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, this Agreement of Merger has been executed by Ralph A. Samuels & Co., Inc. (Massachusetts) and Ralph A. Samuels & Co., Inc. (Florida) all on the date first above written.

WITNESS:

RALPH A. SAMUELS & CO., INC., a
Massachusetts corporation

Karen C. Corbin

By: Ralph A. Samuels
Ralph A. Samuels, President

WITNESS:

RALPH A. SAMUELS & CO., INC., a
Florida corporation

Karen C. Corbin

By: Ralph A. Samuels
Ralph A. Samuels, President

JL090238c