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merger
5/3/12
DC
FILED
12 APR 25 PM 1:07

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RDO, 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:

Kathleen A McClay

Contact Person

Semanoff Ormsby Greenberg & Torchia, LLC

Firm/Company

2617 Huntingdon Pike

Address

Huntingdon Valley, PA 19006

City/State and Zip Code

kmcclay@sogtlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kathleen A McClay

Name of Contact Person

At (215)

887-0200

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



2617 Huntingdon Pike
Huntingdon Valley, PA
19006-5125
(215) 887-0200
www.sogtlaw.com

April 24, 2012

Via Federal Express

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

Re: Articles of Merger

Dear Sir or Madam:

Enclosed for filing are the following:

1. Cover Letter
2. Articles of Merger
3. Exhibit A – Plan of Merger
4. Filing Fee

Kindly file the above and forward confirmation of the filing to my attention in the enclosed postage prepaid envelope. If you have any questions, please do not hesitate to contact me at 215-887-0200.

Sincerely,

Kathleen A. McClay
Paralegal

Enclosures

c: Howard N. Greenberg, Esquire (w/o encl.)
 Craig M. Chernoff, Esquire (w/o encl.)

FILED
12 APR 25 PM 1:07
INCORPORATION ACT

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

Third: The Plan of Merger is attached. (See Exhibit A)

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 4/13/2012.

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 4/13/2012

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

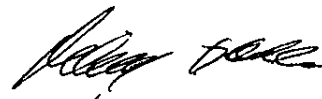
Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

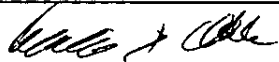
RDO, Inc. (FL Corp.)



Richard D. Odle, Director



RDO, Inc. (PA Corp.)



Richard D. Odle, Director

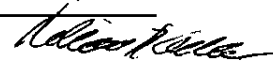


EXHIBIT A

AGREEMENT AND PLAN OF MERGER
OF
RDO, INC., A PENNSYLVANIA CORPORATION
AND
RDO, INC., A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is dated April ____, 2012 by and between RDO, INC., a Pennsylvania corporation with an address of 212 Spyglass Lane, Jupiter, FL 33477 ("**RDOPA**"), and RDO, INC., a Florida corporation with an address of 212 Spyglass Lane, Jupiter, FL 33477 ("**RDOFL**"). For purposes of this Agreement, RDOPA and RDOFL shall be referred to each as a "**Company**" and collectively as the "**Companies**".

Background

A. RDOPA is authorized to issue: (a) Five Hundred Thousand (500,000) Class A Common Voting shares of stock, \$1.00 par value ("**RDOPA Voting Stock**"); and (b) Five Hundred Thousand (500,000) Class A Common Non-Voting shares of stock, \$1.00 par value ("**RDOPA Non-Voting Stock**") and together with the RDOPA Voting Stock, collectively, the "**RDOPA Stock**"). As of the date of this Agreement, Eighty Thousand (80,000) shares of RDOPA Stock are issued and outstanding as follows::

Richard D. Odle	40,000 shares of Voting Stock	0 shares of Non-Voting Stock
Robert J. Halloran	40,000 shares of Voting Stock	0 shares of Non-Voting Stock
Total:	80,000 shares of Voting Stock	0 shares of Non-Voting Stock

B. RDOFL is authorized to issue One Hundred (100) shares of common voting stock, \$1.00 par value (the "**RDOFL Stock**"). As of the date of this Agreement, Twenty (20) shares of RDOFL Stock are issued and outstanding as follows:

Richard D. Odle	10
Robert J. Halloran	10
Total:	20

C. The Companies are each possessed of assets and liabilities and are now engaged in transacting the businesses for which they were incorporated.

D. It is the desire of the Companies, as expressed by the resolutions of the Board of Directors and Shareholders of each, to merge and consolidate the rights, privileges, franchises and properties of the Companies and to consummate a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, for the purpose of reorganizing the Companies and creating organizational efficiency.

NOW, THEREFORE, intending to be legally bound, the Companies agree as follows:

Section 1. General.

1.1 **The Merger.** In accordance with Section 1921 of the Pennsylvania Business Corporation Law of 1988, as amended (the “**Pennsylvania Act**”) and Section 607.1107, of the Florida Business Corporation Act, as amended (the “**Florida Act**”), on the “Effective Date” (as defined below) the following shall occur (the “**Merger**”):

1.1.1 RDOPA shall be merged with and into RDOFL;

1.1.2 the separate existence of RDOPA shall cease; and

1.1.3 RDOFL shall be the surviving corporation (the “**Surviving Corporation**”).

1.2 **Name.** The name of the Surviving Corporation shall be “RDO, Inc.”

1.3 **Articles of Incorporation.** On the Effective Date, the Articles of Incorporation of RDOFL shall be the Articles of Incorporation of the Surviving Corporation, until the same shall be amended or changed in the manner provided by the Florida Act.

1.4 **Bylaws.** On the Effective Date, the Bylaws of RDOFL shall be the Bylaws of the Surviving Corporation, until the same shall be amended or changed in the manner provided by the Florida Act.

1.5 **Effect of Merger.** On the Effective Date, the separate existence of RDOPA shall cease, and the Surviving Corporation shall succeed to and possess, without further act or deed, all the properties, rights, privileges, powers and franchises of a public as well as a private nature, and shall be subject to all the restrictions, disabilities, duties and obligations of each of the Companies; and all and singular the rights, privileges, powers, licenses and franchises of each of the Companies, and all property, real, personal and mixed, and all debts due to any of the Companies on whatever account, as well as stock subscriptions and all other things in action or belonging to each of the Companies, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, licenses and franchises, and every other interest, shall thereafter be effectively the property of the Surviving Corporation as they were of the respective Companies, and the title to any real estate vested by deed or otherwise in any of the Companies shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Companies shall 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 the Surviving Corporation. If at any time the Surviving Corporation shall consider or be advised that any further action is necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, title to any property or any rights of either of the Companies or both, or to carry out the purposes of this Agreement, the last acting officers and director of RDOFL (to the extent such persons are available), or the corresponding officers and directors of the Surviving Corporation, as the case may be, shall take such action.

1.6 **Continuation in Business.** On the Effective Date, the Surviving Corporation shall continue in business with the assets and liabilities of each of the Companies. The Surviving

Corporation shall be a corporation organized and having perpetual existence under the laws of the State of Florida.

1.7 **Directors.** On the Effective Date, the Board of Directors of RDOFL shall remain as the Board of Directors of the Surviving Corporation for the same term as they currently serve on the Board of Directors of RDOFL, until such time as their successors have been elected and qualified in accordance with the Bylaws of the Surviving Corporation.

1.8 **Officers.** On the Effective Date, all persons who are officers of RDOFL shall remain as the officers of the Surviving Corporation, until such time as the Board of Directors of the Surviving Corporation shall otherwise determine.

1.9 **Effective Date.** The Merger shall become effective at 12:01 a.m. on the date Articles of Merger are filed in both the Commonwealth of Pennsylvania and the State of Florida (the "Effective Date").

Section 2. Conversion of Shares.

The manner and basis of converting shares of capital stock of the Companies shall be as follows:

2.1 **RDOFL Stock.** The RDOFL Stock shall, on and after the Effective Date, continue as the only authorized shares of the Surviving Corporation (the "Survivor Stock"). As of the Effective Date, each issued share of the RDOFL Stock outstanding as of the Effective Date shall be converted into one issued and outstanding share of Survivor Stock. From and after the Effective Date, each certificate which, prior to the Effective Date, represented shares of RDOFL Stock shall evidence ownership of shares of Survivor Stock on the basis set forth in this paragraph. Each share of Survivor Stock shall be fully paid and nonassessable.

2.2 **RDOPA Stock.** The RDOPA Stock shall be cancelled and retired and cease to exist on the Effective Date, by virtue of the Merger, and without any action on the part of the holder thereof and without any consideration or value being paid therefore to the holder thereof. Each issued share of RDOPA Stock outstanding as of the Effective Date shall be converted into a right to receive 0.00025 shares of Survivor Stock upon the surrender of the certificate representing such shares.

Section 3. Miscellaneous.

3.1 **Headings.** Headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or interpretation.

3.2 **Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.

3.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

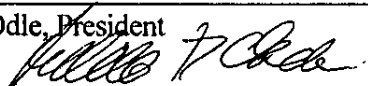
3.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania and the State of Florida, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

3.5 **Jurisdiction.** The parties confer jurisdiction to interpret and enforce this Agreement upon the Courts of the State of Florida, Palm Beach County or the United States District Court for the Southern District of Florida and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

3.6 **Entire Agreement and Modification.** This Agreement represents the entire understanding of the parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by all parties.

3.7 **Further Assurances.** Each party shall execute and deliver such additional documents and instruments and take such additional action that may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed as of the date set forth above.

RDO, INC., a Pennsylvania corporation	RDO, INC., a Florida corporation
By: _____ Richard D. Odle, President 	By: _____ Richard D. Odle, President 