

P12000037270

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EFFECTIVE DATE
12-31-12

**MERGER OR SHARE EXCHANGE
GELB ENTERPRISES, INC.**

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T. BROWN

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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.

EFFECTIVE DATE
12-31-12

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>GELB ENTERPRISES, INC.</u>	<u>Florida</u>	<u>(FL) P12000037270</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>GELB ENTERPRISES, INC.</u>	<u>New Jersey</u>	<u>(NJ) 0100858853</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 12 / 31 / 2012 (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 October 3, 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 October 3, 2012

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

The merger is permitted under the laws of the State of New Jersey, and the merging corporation has complied with such laws.
(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

Gelb Enterprises, Inc. (FL)

Frank N. Gelb

Frank N. Gelb, President

Gelb Enterprises, Inc. (NJ)

Frank N. Gelb

Frank N. Gelb, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

[See Attached]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of October 1, 2012, is made and entered into between GELB ENTERPRISES, INC., a New Jersey corporation ("Gelb NJ"), and GELB ENTERPRISES, INC., a Florida corporation affiliated by common ownership with Gelb NJ ("Gelb FL").

RECITALS

WHEREAS, Frank N. Gelb deems it advisable, in his capacity as the sole director of each of Gelb NJ and Gelb FL, that Gelb NJ be merged with and into Gelb FL, and that Gelb FL be the surviving corporation, all upon the terms and subject to the conditions herein stated (the "Merger").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties contained herein, the parties hereto agrees as follows:

ARTICLE I THE MERGER; EFFECTIVE TIME

1.1. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), Gelb NJ shall be merged with and into Gelb FL, whereupon the separate existence of Gelb NJ shall cease.

(b) Gelb FL shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Florida.

(c) The Merger shall have the effects specified in the Business Corporation Act of the State of New Jersey, N.J.S.A. 14A:1-1 *et seq.*, as amended (the "NJBCA"), and in the Business Corporation Act of the State of Florida, Title XXXVI, Chapter 607 of the Florida Statutes, as amended (the "FBCA"), and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of Gelb NJ, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Gelb NJ, including, without limitation, all outstanding indebtedness of Gelb NJ.

1.2. Filings; Effective Time. Provided that the conditions set forth in Section 5.1 have been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Merger, Gelb NJ and Gelb FL shall cause: (a) Articles of Merger to be executed and filed with the Secretary of State of the State of Florida in accordance with Sections 607.1105 and 607.1107 of the FBCA (the "FL Articles of Merger"); and (b) a Certificate of Merger to be executed and filed with the Secretary of State of the State of New Jersey in accordance with Sections 14A:10-4.1 and

14A:10-7 of the NJBCA (the "NJ Certificate of Merger"). The Merger shall become effective upon the date specified in the FL Articles of Merger and the NJ Certificate of Merger (the "Effective Time"); *provided* that Merger shall not become effective in either state, unless and until the Merger is effective in both states.

1.3. Special Agreements. Gelb NJ and of Gelb FL acknowledge and agree that, from and after the Effective Time of the Merger, the Surviving Corporation: (a) may be served with process in New Jersey in any action to enforce an obligation of Gelb NJ; (b) shall promptly pay any dissenting shareholders of Gelb NJ any amounts to which they may be entitled under the NJBCA; and (c) shall irrevocably appoint the Secretary of State of New Jersey as its agent for service of process. The foregoing agreements shall be more fully set forth in the NJ Certificate of Merger, as provided in Section 14A:10-7 of the NJBCA.

ARTICLE II CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1. The Articles of Incorporation. The articles of incorporation of Gelb FL in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2. The Bylaws. The bylaws of Gelb FL in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. Officers. The officers of Gelb FL at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2. Directors. The members of the Board of Directors of Gelb FL at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE IV EFFECT OF MERGER ON CAPITAL STOCK

4.1. Effect of Merger on Capital Stock. At the Effective Time, (a) each then issued and outstanding share of the stock of Gelb FL will be and continue to be an issued and outstanding share of the Surviving Corporation, and (b) each then issued and outstanding share of the stock of Gelb NJ will, by virtue of the merger and without any action on the part of the holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto.

ARTICLE V CONDITION

5.1. Condition to Each Party's Obligation to Effect the Merger. The respective obligation of each party hereto to effect the Merger is subject to: (a) receipt, prior to the Effective Time, of the requisite approval of this Agreement and the transactions contemplated hereby, by the holders of Shares of Gelb NJ, pursuant to the NJBCA; and (b) receipt, prior to the Effective Time, of the requisite approval of this Agreement and the transactions contemplated hereby, by the holders of Shares of Gelb FL, pursuant to the FBCA.

ARTICLE VI TERMINATION

6.1. Termination. This Agreement may be terminated, and the Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholders of either Gelb NJ or Gelb FL, if the Board of Directors of either corporation determines for any reason, in its sole judgment and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of such corporation or its shareholders. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either Gelb NJ or Gelb FL, or any of their respective shareholders, directors or officers.

ARTICLE VII MISCELLANEOUS AND GENERAL

7.1. Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the stockholders of either corporation shall not, without the approval of such amendment by the shareholders of such corporation: (i) alter or change the amount or kind of Shares and/or rights to be received in exchange for any of the Shares or other securities of Gelb NJ; (ii) alter or change any provision of the certificate of incorporation of the Surviving Corporation as a result of the Merger; or (iii) effect any other alteration or change that would adversely affect the holders of any Shares or other securities of either of the parties hereto.

7.2. Counterparts. This Agreement may be executed in counterpart, each such counterpart being deemed to be an original instrument, and both counterparts shall together constitute the same agreement.

7.3. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be governed by and construed under the law of the State of Florida, without regard to the conflict of law principles thereof.

7.4. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

7.5. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.6. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable: (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.7. Headings. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first written above.

GELB ENTERPRISES, INC.

a New Jersey corporation

By: Frank N. Gelb

Name: Frank N. Gelb

Title: President

GELB ENTERPRISES, INC.

a Florida corporation

By: Frank N. Gelb

Name: Frank N. Gelb

Title: President