

P12000067724

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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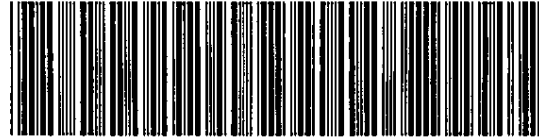
(Business Entity Name)

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2016 DEC 27 P 5:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JAN 04 2016

*Morgan*

790 Juno Ocean Walk, Suite 600  
Juno Beach, Florida 33408-1121  
Website: www.jhrjpa.com



Direct Line: (561) 713-2090  
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**JECK, HARRIS, RAYNOR & JONES**  
Attorneys and Counselors at Law

December 23, 2016

UPS

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

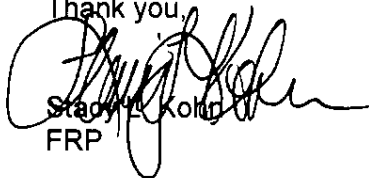
Re: RRCCA Inc.

Dear Sir/Madam:

Enclosed regarding the above please find Cover Letter, Articles of Merger, a copy for certifying, this firm's check in the amount of \$113.75 (\$35.00 for each merging corporation for a total of \$70.00, \$35.00 for the surviving corporation and \$8.75 for a certified copy).

Of course, please feel free to contact us if you have any comments or questions.

Thank you,



Steven L. Kohn  
FRP

/slk  
enclosures

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** RRCCA 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:

Jeffrey S. Raynor

\_\_\_\_\_  
Contact Person

Jeck, Harris, Raynor & Jones, P.A.

\_\_\_\_\_  
Firm/Company

790 Juno Ocean Walk, Suite 600

\_\_\_\_\_  
Address

Juno Beach, FL 33408

\_\_\_\_\_  
City/State and Zip Code

passeos155@aol.com

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

For further information concerning this matter, please call:

Stacy L. Kohn

\_\_\_\_\_  
Name of Contact Person

At ( 561 ) 746.1002

\_\_\_\_\_  
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

FILED

**ARTICLES OF MERGER**  
(Profit Corporations)

2016 DEC 27 P 5:44

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)
RRCCA INC.	Florida	P12000067724

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TROX-TRON INC.	Florida	P06000102371
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 2016 (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.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**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 December 1, 2016.

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 December 1, 2016.

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

RRCCA INC.

End Page

**Ronald Tremblay, Director, President & Treasurer**

RRCCA INC.

How Tall

**Roxanne Tremblay, Director, Vice President &**

**Secretary**

**TROX-TRON INC.**

*[Signature]*

**Ronald Tremblay, Director, President & Treasurer**

**TROX-TRON INC.**

Nepe Td

**Roxanne Tremblay, Director, Vice President &**

**Secretary**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 1, 2016 (this "Agreement"), is entered into by and between TROX-TRON INC., a Florida corporation ("TT"), and RRCCA INC., a Florida corporation ("RRCCA"). TT and RRCCA are hereinafter sometimes collectively referred to as the "Constituent Corporations").

### WITNESSETH:

WHEREAS, the respective Boards of Directors of TT and RRCCA have determined that it is advisable and in the best interests of such corporations and their shareholders that TT merge with and into RRCCA.

WHEREAS, the shareholders of TT have approved this Agreement;

WHEREAS, the shareholders of RRCCA have approved this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, TT and RRCCA hereby agree as follows:

1. Merger. TT shall be merged with and into RRCCA (the "Merger") such that RRCCA shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Florida and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of RRCCA in effect immediately, prior to the Effective Time shall, after the Effective Time, be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the terms thereof and applicable law, and the By-Laws of RRCCA in effect immediately prior to the Effective Time shall, after the Effective Time, be the By-Laws of the Surviving Corporation until duly amended in accordance with the terms thereof and applicable law.

3. Directors. The persons who are directors of RRCCA immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certification of Incorporation and By-Laws of the Surviving Corporation.

4. Officers. The persons who are officers of RRCCA immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation,

without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of TT shall cease and (i) all the rights, privileges powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations, 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 TT shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. All corporate acts, plans, policies, agreements, approvals and authorizations of TT, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, after the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to TT. The employees and agents of TT shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of TT.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of TT such deeds and other instruments, and there shall be taken or caused to be taken by TT all such further and other actions, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights privileges, immunities, powers, franchises and authority of TT, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of TT or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of TT common stock, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall be changed and

converted into one (1) validly issued, fully paid and no assessable share of RRCCA common stock, par value \$1.00 per share ("RRCCA Stock"). After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of RRCCA Stock to which each shareholder of TT is entitled pursuant to the terms hereof.

8. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, TT and RRCCA have caused this Agreement to be executed and delivered as of the date first written above.

RRCCA INC., a Florida corporation

By: Ronald Tremblay  
Name: Ronald Tremblay  
Title: President

TROX-TRON INC., a Florida corporation

By: Ronald Tremblay  
Name: Ronald Tremblay  
Title: President