

P13000007167

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

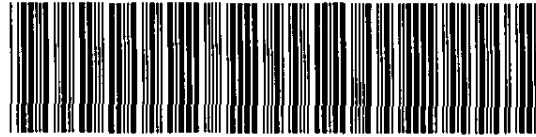
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200243738032

EFFECTIVE DATE
2-2-13

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 FEB - 1 PM 2:55

RECEIVED
DEPARTMENT OF STATE
13 FEB - 5 PM 1:48

Merger

FEB - 6 2013

T. BROWN



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 518230 4319460

AUTHORIZATION :

Sydney Coleman

COST LIMIT : \$ 70.00

ORDER DATE : February 1, 2013

ORDER TIME : 9:54 AM

ORDER NO. : 518230-005

CUSTOMER NO: 4319460

*Please give Feb 1st
file date! I called
and slw "Tina" who indicated
that merger section couldn't
find this request
that was sent over
on Friday.*

ARTICLES OF MERGER

CARSON PIRIE SCOTT II, INC.

INTO

CARSON PIRIE SCOTT II, INC.

*Thanks!
Carina.*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 5, 2013

CORPORATION SERVICE COMPANY
ATTN: CARINA L. DUNLAP
TALLAHASSEE, FL 32301

SUBJECT: CARSON PIRIE SCOTT II, INC.
Ref. Number: P13000007167

RESUBMIT
Please give original
submission date as file date.

We have received your document for CARSON PIRIE SCOTT II, INC.. However, the document has not been filed and is being returned for the following:

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 013A00002808

RECEIVED
DEPARTMENT OF STATE
13 FEB - 6 PM 1:43

EFFECTIVE DATE
2-2-13

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 FEB -1 PM 2:55

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.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Carson Pirie Scott II, Inc.	Florida	P13000007167

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Carson Pirie Scott II, Inc.	Mississippi	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 02 / 02 / 13 (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 February 1, 2013

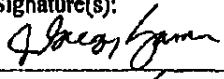
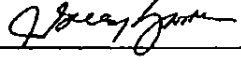
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

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 February 1, 2013

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)

EIGHTH: SIGNATURES FOR EACH CORPORATION.

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Carson Pike Scott II, Inc. (MS - non survivor)		J. Gregory Yawman, Vice Pres.
Carson Pike Scott II, Inc. (FL - survivor)		J. Gregory Yawman, Vice Pres.

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.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Plan of Merger attached

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Third: The terms and conditions of the merger are as follows:

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

**AGREEMENT AND PLAN OF MERGER
OF
CARSON PIRIE SCOTT II, INC.
(a Mississippi Corporation)
INTO
CARSON PIRIE SCOTT II, INC.
(a Florida Corporation)**

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 1, 2012, is between Carson Pirie Scott II, Inc. (the "CPS MS"), a Mississippi corporation, and Carson Pirie Scott II, Inc. ("CPS FL"), a Florida corporation. CPS MS and CPS FL are sometimes referred to herein collectively as the "Constituent Companies."

Recitals:

CPS MS is a corporation duly organized and existing under the laws of the State of Mississippi and its total authorized capital stock is 30,000,000 million shares of Common Stock, par value \$0.10 per share, of which 153,818 are outstanding, all of which are owned by The Bon-Ton Department Stores, Inc. ("Bon-Ton").

CPS FL is a corporation duly organized and existing under the laws of the State of Florida, and its total authorized capital stock is 1,000 shares of Common Stock, par value \$.01 per share, of which 100 shares are issued and outstanding, all of which are owned by Bon-Ton.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CPS MS and CPS FL hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Mississippi Business Corporation Act and the Florida Business Corporation Act, CPS MS shall be merged with and into CPS FL (the "Merger") and the separate existence of CPS MS shall cease. CPS FL shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 Filing and Effectiveness. The Merger shall not become effective until the following actions shall be completed:

(a) This Agreement and the Merger shall have been adopted and approved by the Board of Directors of CPS MS, the Board of Directors of CPS MS and Bon-Ton, in its capacity as sole shareholder of CPS FL and in its capacity as sole shareholder of CPS MS in accordance with the requirements of the Florida Business Corporation Act and the Mississippi Business Corporation Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger meeting the requirements of the Florida Business Corporation Act shall have been filed with the Department of State of the State of Florida and an executed Articles of Merger meeting the requirements of the Mississippi Business Corporation Act shall have been filed with the Officer of the Secretary of State of the State of Mississippi.

The date and time when the Merger shall become effective as aforesaid is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of CPS MS shall cease, and CPS FL, as the Surviving Corporation shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by CPS MS, (iii) succeed, without other transfer or assignment, to all of the assets, rights, powers and property of CPS MS in the manner more fully set forth in the Florida Business Corporation Act and the Mississippi Business Corporation Act, (iv) continue to be subject to all of the debts, liabilities and obligations of CPS MS as constituted immediately prior to the Effective Date of the Merger, and (v) succeed, without other transfer or assignment, to all of the debts, liabilities and obligations of CPS MS in the same manner as if CPS FL had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act and the Mississippi Business Corporation Act.

1.4 Waiver of Dissenters Rights. CPS MS hereby waives any and all rights to dissent from the Merger.

II. ORGANIZATIONAL DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of CPS FL, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

2.2 By-laws. The By-laws of CPS FL, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the By-laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law;

2.3 Directors and Officers. The directors and officers of CPS FL immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-laws of the Surviving Corporation.

III. MANNER OF CONVERSION OF INTERESTS

3.1 CPS MS Common Stock. Upon the Effective Date of the Merger, each share of common stock of CPS MS outstanding immediately prior thereto shall be cancelled and no payment shall be made with respect thereto.

3.2 CPS FL Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of CPS FL issued and outstanding immediately prior thereto shall continue to be issued and outstanding.

IV. GENERAL

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

4.2 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of CPS FL or the managing member of CPS MS, or both, notwithstanding the approval of this Agreement by the shareholders of CPS FL.

4.3 Amendment. The board of directors and the managing member of the Constituent Companies may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Department of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of CPS FL and the managing member of CPS MS shall not: (a) alter or change the amount or kind of interest, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the interests of such Constituent Companies, (b) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any interests of any Constituent Corporation.

4.4 Registered Office. The registered office of the Surviving Corporation in the State of Florida is to be located at Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2801 E. Market Street, York, Pennsylvania 17402 and copies thereof will be furnished to any shareholder of either of the Constituent Companies, upon request and without cost.

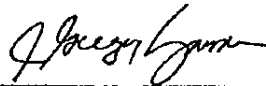
4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

4.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

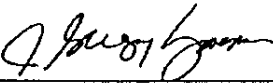
IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each CPS MS and CPS FL and attested by their respective officers thereunto duly authorized.

Carson Pirie Scott II, Inc.
a Mississippi corporation

By: 

Name: J. Gregory Yawman
Title: Vice President and Secretary

Carson Pirie Scott II, Inc.
a Florida corporation

By: 

Name: J. Gregory Yawman
Title: Vice President and Secretary

[Signature Page to Agreement and Plan of Merger]