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DIVISION OF CORPORATIONS

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13 JUL 31 PM 4:21
DIVISION OF CORPORATIONS

*Wm
7/31/09*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 745999 7247594

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 700.00

ORDER DATE : July 31, 2013

ORDER TIME : 2:44 PM

ORDER NO. : 745999-005

CUSTOMER NO: 7247594

ARTICLES OF MERGER

THE HERBERT J. STERN
CORPORATION, INC.

INTO

THE HERBERT J. STERN
CORPORATION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

FILED
13 JUL 31 PM 4:31
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Herbert J. Stern Corporation, Inc.	New Jersey	Profit Corporation
The Herbert J. Stern Corporation, Inc.	Florida	Profit Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Herbert J. Stern Corporation, Inc.	Florida	Profit Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

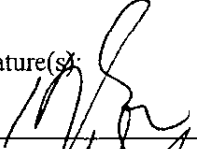
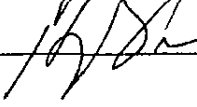
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
The Herbert J. Stern Corporation, Inc. (NJ)		Herbert J. Stern, President
The Herbert J. Stern Corporation, Inc. (FL)		Herbert J. Stern, President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 18, 2013, (the "Agreement") between THE HERBERT J. STERN CORPORATION, INC., a New Jersey corporation ("HJS CORP NJ"), and THE HERBERT J. STERN CORPORATION, INC., a newly-formed Florida corporation ("HJS CORP FL" or the "Surviving Corporation").

RECITALS

- A. HJS CORP NJ is a corporation duly organized and existing under the laws of the State of New Jersey and has an authorized capital of one thousand (1,000) shares of Voting Common Stock, no par value (the "New Jersey Voting Common Stock"), and ten thousand (10,000) shares of Non-Voting Common Stock, no par value (the "New Jersey Non-Voting Common Stock"). As of the date hereof, One hundred (100) shares of New Jersey Voting Common Stock and Nine Thousand Nine Hundred (9,900) shares of New Jersey Non-Voting Common Stock were issued and outstanding, all owned by S & S 1994, LLC (formerly S & S Limited Partnership), a New York limited liability company.
- B. HJS CORP FL is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of one thousand (1,000) shares of Class A Voting Common Stock, no par value (the "Florida Voting Common Stock"), and ten thousand (10,000) shares of Class B Non-Voting Common Stock, no par value (the "Florida Non-Voting Common Stock"). As of the date hereof, one hundred (100) shares of Florida Voting Common Stock are issued and outstanding, all owned by S & S 1994, LLC, a New York limited liability company, all of which are

entitled to one vote per share. No shares of Florida Non-Voting Common Stock are issued and outstanding.

- C. The Board of Directors of HJS CORP NJ determined that, for the purpose of effecting the reincorporation of HJS CORP NJ in the State of Florida qualifying under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, as a tax-free reorganization (an "F Reorganization"), it is advisable that HJS CORP NJ merge with and into HJS CORP FL upon the terms and conditions herein provided and in accordance with the laws of the State of Florida and the laws of the State of New Jersey.
- D. The respective Boards of Directors and Shareholders of HJS CORP NJ and HJS CORP FL have approved this Agreement and have directed that this Agreement be executed by the appropriate officers of HJS CORP NJ and HJS CORP FL, respectively.

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

ARTICLE I

MERGER

A. Merger. Subject to the terms and conditions of this Agreement, HJS CORP NJ shall be merged with and into HJS CORP FL in accordance with the New Jersey Business Corporation Act (the "NJBCA") and the Florida Business Corporation Act (the "FBCA") (the "Merger") in a transaction qualifying as an F Reorganization. The separate existence of HJS CORP NJ shall cease and HJS CORP FL shall be the Surviving Corporation at the effective date of the merger and continue its corporate existence under its present name pursuant to the laws of

the State of Florida. Thereafter, without further action, the Surviving Corporation shall succeed, insofar as permitted by law, to all the rights, assets, privileges, franchises, liabilities and obligations of HJS CORP NJ.

B. Filing and Effectiveness. The Merger shall become effective upon the completion of the following actions:

1. This Agreement and the Merger shall have been approved by the shareholders of HJS CORP NJ in accordance with the provisions of the NJBCA, and approved by the shareholders of HJS CORP FL in accordance with the provisions of the FBCA;
2. 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;
3. A Certificate of Merger meeting the requirements of the NJBCA has been executed by the parties; and
4. An executed Certificate of Merger meeting the requirements of the FBCA shall have been filed with the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is hereinafter referred to as the "Effective Date of Merger".

C. Certificate of Incorporation. The Articles of Incorporation of HJS CORP FL in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, and is incorporated herein by reference. The name of the Surviving Corporation shall be THE HERBERT J. STERN CORPORATION, INC.

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

E. Directors and Officers. The directors and officers of HJS CORP FL immediately prior to the Effective Date of Merger shall become the directors and officers of the Surviving Corporation until their successors shall have been elected or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-laws of the Surviving Corporation.

F. Effect of Merger. Upon the Effective Date of Merger, the separate existence of HJS CORP NJ shall cease and HJS CORP FL, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of Merger, (ii) shall be subject to all actions previously taken by its Board of Directors and HJS CORP NJ's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of HJS CORP NJ in the manner and as more fully set forth under the applicable provisions of the FBCA and the NJBCA, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of HJS CORP NJ in the same manner as if HJS CORP FL incurred them, all as more fully provided under the applicable provisions of the FBCA and the NJBCA.

ARTICLE II

MANNER OF CONVERSION OF STOCK

2.1 Outstanding Stock of HJS CORP NJ. Upon the Effective Date of Merger, by virtue of the Merger and without any action on the part of the holder thereof, each share of New Jersey Voting Common Stock, without par value, outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Florida Voting Common Stock, without par value, and each share of New Jersey Non-Voting Common Stock, without par value, outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Florida Non-Voting Common Stock, without par value.

2.2 Outstanding Stock of HJS CORP FL. Upon the Effective Date of Merger, by virtue of the Merger and without any action on the part of the holder thereof, the one hundred (100) share of Florida Voting Common Stock outstanding immediately prior thereto shall be cancelled.

2.3 Stock Certificate. On and after the Effective Date of Merger, all of the outstanding certificates which prior to that time represented shares of New Jersey Voting Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Florida Voting Common Stock into which the shares of New Jersey Voting Common Stock represented by such certificates have been converted as provided for in this Agreement. On and after the Effective Date of Merger, all of the outstanding certificates which prior to that time represented shares of New Jersey Non-Voting Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Florida Non-Voting Common Stock into which the shares of New Jersey Non-Voting Common Stock represented by such certificates have been converted as provided for in this Agreement. The registered owner on the books and records of HJS CORP NJ or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to HJS CORP FL or its transfer agent, have and be entitled to exercise any voting rights with respect to, and to receive any dividend and other distributions upon, the shares of Florida Voting Common Stock or Florida Non-Voting Common Stock, as the case may be, evidenced by such outstanding certificate of provided above.

2.4 Warrants, Options. Upon the Effective Date of Merger, each outstanding option, warrant, or other right to purchase or to convert debentures into shares of New Jersey Voting Common Stock or New Jersey Non-Voting Common Stock, as the case may be, shall be converted into and become an option, warrant or right to purchase or convert debentures into an equal number of shares of Florida Voting Common Stock or Florida Non-Voting Common Stock, respectively, at a price per share equal to the price as in effect at the Effective Date of

Merger and upon the same terms and subject to the same conditions as set forth in the agreements entered into by HJS CORP NJ pertaining to such option, warrant or right. HJS CORP FL shall reserve a number of shares of Florida Voting Common Stock or Florida Non-Voting Common Stock, as the case may be, for purposes of such options, warrants, and rights sufficient to allow the exercise hereof.

ARTICLE III

COVENANTS OF HJS CORP FL

HJS CORP FL covenants and agrees that, upon or before the Effective Date of Merger:

- (a) it will qualify to do business in all states in which the failure so to qualify would have material adverse impact on the business or financial condition of HJS CORP FL or HJS CORP NJ;
- (b) it will file any and all documents with the State of New Jersey necessary to the assumption by HJS CORP FL of HJS CORP NJ's tax liability to the State of New Jersey; and
- (c) it will promptly pay to the shareholders of HJS CORP NJ the amount, if any, to which they shall be entitled under the provisions of the FBCA relating to the rights of shareholders to receive payment for their shares.

ARTICLE IV

GENERAL

4.1 Termination of Abandonment. At any time prior to the Effective Date of Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of HJS CORP NJ if (a) the submission to the stockholders specified in Article I hereof shall not have been satisfied or waived by the Board of Directors of HJS CORP NJ, or (b) the Board of Directors of HJS CORP NJ determines that in its sole discretion the Merger does not appear to be in the best interests of HJS CORP NJ or its shareholders or is otherwise not advisable.

4.2 Amendment. This Agreement may be amended, modified or supplemented at any time (before or after shareholder approval) prior the Effective Date of Merger with the mutual consent of the Boards of Directors of HJS CORP NJ and HJS CORP FL; provided, however, that this Agreement may not be amended, modified or supplemented after it has been approved by the shareholders of HJS CORP NJ in any manner which, in the judgment of the Board of Directors of HJS CORP NJ, would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

4.3 Headings. The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to effect the meaning or interpretation of, this Agreement.

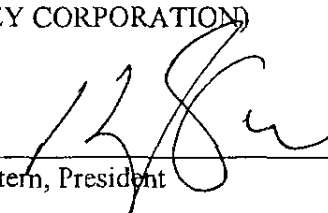
4.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except to the extent the laws of the State of New Jersey shall mandatorily apply to the Merger.

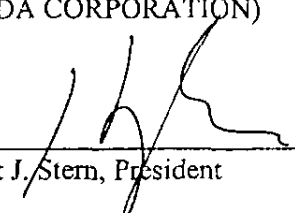
{Signature page follows}

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

THE HERBERT J. STERN CORPORATION, INC.
(A NEW JERSEY CORPORATION)

By: 
Herbert J. Stern, President

THE HERBERT J. STERN CORPORATION, INC.
(A FLORIDA CORPORATION)

By: 
Herbert J. Stern, President