

P14000016151

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R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: QPACK HOLDINGS, 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:

ROBERT E. SALAD, ESQUIRE
Contact Person

COOPER LEVENSON, P.A.
Firm/Company

1125 ATLANTIC AVENUE, 3RD FL
Address

ATLANTIC CITY, NJ 08401
City/State and Zip Code

RSALAD@COOPERLEVENSON.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KERRI KOPERVOS
Name of Contact Person

At (609) 572-7436
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



1125 Atlantic Avenue
Atlantic City, NJ 08401
Phone: 609.344.3161
Toll Free: 800.529.3161
Fax: 609.344.0939
www.cooperlevenson.com

KERRI L. KOPERVOS
EMAIL: kkopervos@cooperlevenson.com

Direct Phone (609) 572-7436
Direct Fax (609) 572-7437

FILE NO.: 56150.1

May 6, 2014

Florida Department of State
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: QPack Holdings, Inc.

To Whom it May Concern:

Enclosed please find an original and one copy Articles of Merger and Plan of Merger for Qpack Holdings, Inc. together with a firm check in the amount of \$78.75 to cover recording costs and to obtain a Certified Copy of the filing. Please return the Certified copy and a stamped copy of the original to my attention in the envelope provided.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kerri L. Kopervos".

Kerri L. Kopervos, Paralegal
Robert E. Salad

KLK/KLK
Enclosure
CLAC 390831.1

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)
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QPACK HOLDINGS, INC.	FLORIDA	P14000016451
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Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
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QPACK HOLDINGS, INC.	NEW JERSEY	
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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 ____/____/____ (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 APRIL 21, 2014

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 APRIL 21, 2014

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

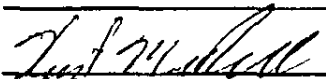
QPack Holdings, Inc., a



Kenneth M. Ricketts, President

Florida corporation

QPack Holdings, Inc., a



Kenneth M. Ricketts, President

New Jersey corporation

PLAN AND AGREEMENT OF MERGER
by merger of
QPACK HOLDINGS, INC., a New Jersey Corporation
with and into
QPACK HOLDINGS, INC., a Florida Corporation
under the name of
QPACK HOLDINGS, INC., a Florida Corporation

This is a Plan and Agreement of Merger (the "Agreement") between QPACK HOLDINGS, INC., a New Jersey Corporation (the "Merging Company") and QPACK HOLDINGS, INC., a Florida Corporation (the "Surviving Company"). The Merging Company and the Surviving Company may hereinafter be referred to individually as a "Company" and collectively as the "Companies."

ARTICLE 1. PLAN OF MERGER

1.01 Adoption of Plan.

A plan of merger ("Merger") of the Merging Company and the Surviving Company, pursuant to the provisions of Chapter 10 of the New Jersey Business Corporation Act, Chapter 607 of the Florida Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Company will be merged with and into the Surviving Company, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Company will be QPACK HOLDINGS, INC.

(c) On the Effective Date (as hereinafter defined), the separate existence of the Merging Company will cease, and the Surviving Company will succeed, without other transfer, to all the rights and property of the Merging Company and will be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent Company will be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the Merger.

(d) The Surviving Company will carry on business with the assets of the Merging Company, as well as with the assets of the Surviving Company.

(e) The shareholders of the Merging Company will surrender all of their shares in the manner set forth in this Agreement.

(f) In exchange for the shares surrendered by the shareholders of the Merging Company, the Surviving Company will issue and transfer to the shareholders of the Merging Company, on the basis set forth in Article 4 below, shares of its common stock.

(g) The Certificate of Incorporation of the Surviving Company (the "Certificate"), as existing on the Effective Date, will continue in full force as the Certificate of Incorporation of the Surviving Company until altered, amended, or repealed as provided in the Certificate or as provided by law.

1.02 Effective Date.

The effective date of the Merger (the "Effective Date") shall be upon the filing of the Certificate of Merger.

**ARTICLE 2. REPRESENTATIONS AND
WARRANTIES OF CONSTITUENT COMPANIES**

2.01 Representations and Warranties of the Merging Company.

As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, the Merging Company represents and warrants to the Surviving Company as follows:

(a) The Merging Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Jersey, with the power and authority to own property and carry on its business as it is now being conducted.

(b) All required federal, state and local tax returns of the Merging Company ("Tax Returns") have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the Tax Returns have been paid. The Merging Company has not been delinquent in the payment of any tax or assessment.

2.02 Representations and Warranties of the Surviving Company.

As a material inducement to the Merging Company to execute this Agreement and perform its obligations under this Agreement, the Surviving Company represents and warrants to the Merging Company that the Surviving Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to own property and carry on its business as it is now being conducted.

**ARTICLE 3. COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

3.01 Interim Conduct of Business; Limitations.

Except as limited by this Paragraph 3.01, pending consummation of the Merger, each of the Merging Company and the Surviving Company will proceed in their regular course of business and will use their respective best efforts to maintain their business organizations intact, retain their present employees and maintain relationships with suppliers and other business contacts. Except with the prior consent in writing of the Surviving Company, pending consummation of the Merger, the Merging Company will not:

- (a) Create or issue any indebtedness for borrowed money.
- (b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02 Conditions Precedent to Obligations of the Merging Company.

Except as may be expressly waived in writing by the Merging Company, all of the obligations of the Merging Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Company:

(a) The representations and warranties made by the Surviving Company to the Merging Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and will then be true and correct in all material respects. If the Surviving Company discovers any material error, misstatement, or omission in the representations and warranties on or before the Effective Date, it will report that discovery immediately to the Merging Company and it will either correct the error, misstatement, or omission or obtain a written waiver from the Merging Company.

(b) The Surviving Company will perform and comply with all agreements and conditions in accordance with this Agreement prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency has been threatened, asserted, or instituted to restrain or prohibit the Surviving Company from carrying out of the transactions contemplated by this Agreement.

3.03 Conditions Precedent to Obligations of the Surviving Company.

Except as may be expressly waived in writing by the Surviving Company, all of the obligations of the Surviving Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Company:

(a) The representations and warranties made by the Merging Company to the Surviving Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and will then be true and correct. If the Merging Company discovers any material error, misstatement, or omission in the representations and warranties on or before the Effective Date, it will report that discovery immediately to the Surviving Company and it will either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Company.

(b) The Merging Company will perform and comply with all agreements or conditions in accordance with this Agreement prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency has been threatened, asserted, or instituted to restrain or prohibit the Merging Company from carrying out of the transactions contemplated by this Agreement.

3.04 Submission to Shareholders and Filing.

This Agreement will be submitted separately to the shareholders of the Companies in the manner provided by the laws of the State of New Jersey and the State of Florida for approval.

ARTICLE 4. CONVERSION OF SHARES

4.01 Manner of Converting Shares.

The shareholders of the Merging Company will surrender their shares to the Surviving Company promptly after the Effective Date, in exchange for shares of the Surviving Company to which each shareholder is entitled pursuant to this Article 4.

4.02 Basis.

The shareholders of the Merging Company will be entitled to receive one (1) share of common stock, no par value, of the Surviving Company for each share of common stock of the Merging Company. Notwithstanding the foregoing, no fractional shares of common stock of the Surviving Company will be issued. Each shareholder who would otherwise be entitled to a fractional share will receive payment equal to the fair market value of such fractional shares as determined on the Effective Date.

4.03 Outstanding Shares.

The currently outstanding shares of common stock, no par value, of the Merging Company will remain outstanding as common stock, no par value, of the Surviving Company.

ARTICLE 5. MANAGEMENT

5.01 Management of Surviving Company.

The Surviving Company will continue to be managed by the President of the Surviving Company.

(a) The present Board of Directors of the Merging Company will continue to serve as the Board of Directors of the Surviving Company until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy arises on the Board of Directors of the Surviving Company on the Effective Date, the vacancy may be filled by the shareholders as provided in the by-laws of the Surviving Company.

(c) All persons who as of the Effective Date will be executive or administrative officers of the Merging Company will remain officers of the Surviving Company until the Board of Directors of the Surviving Company determines otherwise. The Board of Directors of the Surviving Company may elect or appoint additional officers as it deems necessary.

ARTICLE 6. OPERATING AGREEMENT

6.01 By-Laws of Surviving Company.

The by-laws of the Surviving Company as existing on the Effective Date, will continue in full force as the by-laws of the Surviving Company until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

7.01 Nature and Survival of Representations and Warranties.

All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Companies or the shareholders of the Companies pursuant to this Agreement will be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties hereto shall expire immediately following the Effective Date. No inspection, examination, or audit made on behalf of the parties hereto will act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

8.01 Circumstances

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date notwithstanding the approval of the shareholders of the Merging Company:

(a) By mutual consent of the shareholders of the Companies.

(b) By election of the shareholders of either Company if:

1) Any material litigation or proceeding shall be instituted or threatened against either Company, or any of their respective assets that, in the opinion of the shareholders of either Company, renders the merger inadvisable or undesirable.

2) Any legislation shall be enacted that, in the opinion of the shareholders, renders the Merger inadvisable or undesirable.

3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Company, any materially adverse change in the business or condition, financial or otherwise, of either Company.

(c) At the election of the shareholders of the Surviving Company if, without the prior consent in writing of the Surviving Company, the Merging Company shall have

1) Made any other distribution on its shares.

2) Created or issued any indebtedness for borrowed money.

3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

8.02 Notice of and Liability on Termination.

If an election is made to terminate this Agreement and abandon the Merger:

(a) The Board of Directors of the Company who has made the election will give immediate written notice of the election to the other Company.

(b) Upon providing notice in accordance with subparagraph (a), this Agreement will terminate and the Merger will be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there will be no liability on the part of either Company as a result of the termination and abandonment of the Merger.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances.

The Merging Company agrees that from time-to-time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Company further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all of the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices.

Any notice or other communication required or permitted under this Agreement will be properly given when deposited with the United States Postal Service for transmittal by

certified or registered mail, postage prepaid, addressed to the other party hereto at the principal place of business of the other party, or to such other address as such other party may from time-to-time request in writing.

9.03 Entire Agreement; Counterparts.

This Agreement and the exhibits to this Agreement contain the entire agreement between the parties hereto with respect to the contemplated Merger. This Agreement may be executed in any number of counterparts, all of which taken together will be deemed one original. For purposes of this Agreement and the rights of the parties hereto to enforce it, a facsimile or scanned and e-mailed transmission of a signature shall have the same force and effect as an original signature.

9.04 Controlling Law.

The validity, interpretation, and performance of this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida.

9.05 Amendment.

The provisions of this Agreement may be altered or amended only upon the written consent of all parties hereto.

9.06 Parties Bound.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; except that no party hereto may assign or transfer his or her rights or obligations hereunder without the prior written consent of the other parties hereto or as otherwise permitted herein.

9.07 Severability.

It is intended that each provision of this Agreement shall be viewed as severable, and if any provision shall be held to be invalid, the remaining provisions shall remain in full force and effect.

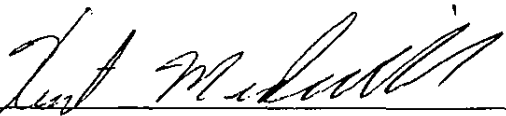
9.08 Headings.

The headings of the Articles and Paragraphs are for convenience only and shall not affect the interpretation of the provisions thereof.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed on the 21st day of April, 2014.

QPACK HOLDINGS, INC., a New Jersey Corporation

By: 
KENNETH M. RICKETTS, President

QPACK HOLDINGS, INC., a Florida Corporation

By: 
KENNETH M. RICKETTS, President


**UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS
OF
QPACK HOLDINGS, INC.**


Pursuant to Sections 14A:5-6(1) and 14A:6-7.1(5) of the New Jersey Statutes, the undersigned, representing all of the Shareholders of QPack Holdings, Inc., a New Jersey corporation ("Corporation") holding all of the shares entitled to vote on the Resolution ("Resolution"), consent to such action without the necessity of having a meeting; and all of the Directors of the Board of Directors of the Corporation entitled to vote on the Resolution consent to such action without the necessity of having a meeting, and authorize the following Resolution:

1. The Board of Directors and Shareholders of the Corporation have considered the advantages of entering into a Plan of Merger (the "Plan") with QPack Holdings, Inc. a Florida corporation ("QPack FL") wherein the Corporation shall be merged into QPack FL. It has been unanimously agreed by the Board of Directors and Shareholders of the Corporation that it is in the best interest of the Corporation to enter into the Plan. The Board of Directors and the Shareholders of the Corporation hereby ratify, adopt and approve the Plan.

2. The officers of the Corporation shall take all actions necessary and proper to effectuate the Resolution, including obtaining the requisite consent from each Shareholder and Director entitled to vote on the Resolution, and executing the appropriate documents pertaining to same on behalf of the Corporation. In addition, the officers shall cause to be filed in the Minutes section of the Corporate Book a copy of the Plan as ratified.

DATED: April 21, 2014.

<u>Name of Shareholder</u>	<u>Signature of Shareholder</u>	<u>Number of Voting Shares Owned</u>	<u>Percentage of Shares Entitled To Vote</u>
Kenneth M. Ricketts		720	100%

<u>Name of Director</u>	<u>Signature of Director</u>
Kenneth M. Ricketts	


**UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS
OF
QPACK HOLDINGS, INC.**

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned, representing all of the Shareholders of QPack Holdings, Inc., a Florida corporation ("Corporation") holding all of the shares entitled to vote on this resolution ("Resolution"), consent to such action without the necessity of having a meeting; and all of the Directors of the Board of Directors of the Corporation entitled to vote on the Resolution consent to such action without the necessity of having a meeting, and authorize the following Resolution:

1. The Board of Directors and Shareholders of the Corporation have considered the advantages of entering into a Plan of Merger (the "Plan") with QPack Holdings, Inc. a New Jersey corporation ("QPack NJ") wherein QPack NJ shall be merged into the Corporation. It has been unanimously agreed by the Board of Directors and Shareholders of the Corporation that it is in the best interest of the Corporation to enter into the Plan. The Board of Directors and the Shareholders of the Corporation hereby ratify, adopt and approve the Plan.

2. The officers of the Corporation shall take all actions necessary and proper to effectuate the foregoing Resolution, including obtaining the requisite consent from each Shareholder and Director entitled to vote on the Resolution, and executing the appropriate documents pertaining to same on behalf of the Corporation. In addition, the officers shall cause to be filed in the Minutes section of the Corporate Book a copy of the Plan as ratified.

DATED: April 21, 2014.

<u>Name of Shareholder</u>	<u>Signature of Shareholder</u>	<u>Number of Voting Shares Owned</u>	<u>Percentage of Shares Entitled To Vote</u>
Kenneth M. Ricketts		720	100%

<u>Name of Director</u>	<u>Signature of Director</u>
Kenneth M. Ricketts	