

Jun. 30, 2014, 12:02PM

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MERGER OR SHARE EXCHANGE

Keeler Capital Inc.

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**Articles of Merger
of
Keeler Capital Inc.
and
Kostner Investment Corporation**

Pursuant to §607.1107 of the Florida Statutes, Keeler Capital Inc., a Florida Corporation ("Keeler Capital"), and Kostner Investment Corporation, an Illinois Corporation ("Kostner Investment"), jointly and severally adopt the following Articles of Merger for the purpose of merging Kostner Investment with and into Keeler Capital (the "Merger").

FIRST: The name of the surviving corporation is Keeler Capital Inc., a Florida corporation, which has not yet been assigned a document number.

SECOND: The name, jurisdiction and file number of the merging corporation is

<i>Name</i>	<i>Jurisdiction</i>	<i>File Number</i>
Kostner Investment Corporation	Illinois	29536856

THIRD: The Agreement and Plan of Merger adopted by the unanimous written consent of all of the shareholders and directors of the foregoing merging corporations.

FOURTH: The Merger shall be effective at the close of business on the 30th day of June, 2014.

FIFTH: The Adoption of the Plan of Merger by the merging corporation, Kostner Investment was adopted by unanimous written consent of the directors and shareholders on the 28th of June, 2014.

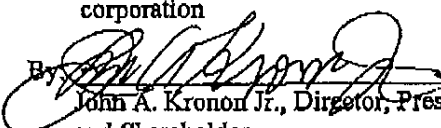
SIXTH: The Adoption of the Plan of Merger by the surviving corporation, Keeler Capital was adopted by unanimous written consent of the directors and shareholders on the 28th of June, 2014.

SEVENTH: The undersigned have been delegated the requisite corporate authority to execute and file these articles on behalf of the respective corporations to John A. Kronon Jr., President of each of the merging corporations.

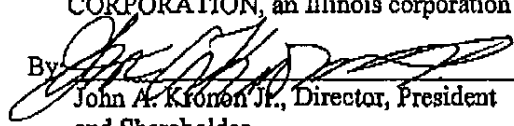
EIGHTH: The Articles of Incorporation of Keeler Capital, the surviving corporation, shall be the Articles of Incorporation presently on file with the State of Florida.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 30th day of June, 2014.

KEELER CAPITAL INC., a Florida
corporation

By 
John A. Kronon Jr., Director, President
and Shareholder

KOSTNER INVESTMENT
CORPORATION, an Illinois corporation

By 
John A. Kronon Jr., Director, President
and Shareholder

**Agreement and Plan of Merger
of
Keeler Capital Inc.
and
Kostner Investment Corporation**

This Agreement and Plan or Reorganization ("Agreement") is entered into by and among Keeler Capital Inc., a Florida corporation whose business address is 3033 Riviera Drive, Suite 101, Naples, Florida 34103 ("Keeler Capital"), the Shareholders of Keeler Capital, to wit, John A. Kronon Jr. and Jeffrey J. Kronon ("Keeler Capital Shareholders"), Kostner Investment Corporation, an Illinois corporation whose business address is 8019 West Summerdale Avenue, Chicago, Illinois 60656 ("Kostner Investment") and the Shareholders of Kostner Investment, to wit: John A. Kronon Jr. and Jeffrey J. Kronon ("Kostner Shareholders"), all on this 28th day of June, 2014.

RECITALS

Whereas, the parties to this Agreement desire that Keeler Capital acquire Kostner Investment through an exchange of stock in Keeler Capital for all of the issued and outstanding stock of Kostner Investment on the Effective Date as described below; and

Whereas, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the exchange;

Now, Therefore, in consideration of the premises and of the mutual representations, warranties and covenants and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
EXCHANGE**

1.1 Subject to the terms and conditions contained herein, the Kostner Investment Shareholders shall endorse and deliver all, but not less than all of their common shares of Kostner Investment to Keeler Capital as follows:

1.1.1 John A. Kronon Jr., shall assign Kostner Investment share certificate number 25 (Copy attached as Exhibit A) in the amount of 12,750 shares to Keeler Capital; and

1.1.2 Jeffrey J. Kronon shall assign Kostner Investment share certificate number 26 (Copy attached as Exhibit B) in the amount of 2,250 shares to Keeler Capital.

1.1.3 On the same date and subject to the terms of this Agreement, the Board of Directors of Keeler Capital shall issue fully paid and non-accessible shares of Keeler Capital to the Kostner Investment Shareholders as follows:

1.1.4 John A. Kronon Jr., shall receive Keeler Capital share certificate number 1 (Copy attached as Exhibit D) in the amount of 12,750 shares; and

1.1.5 Jeffrey J. Kronon shall receive Keeler Capital share certificate number 2 (Copy attached as Exhibit E) in the amount of 2,250 shares.

1.2 Following the issuance of the Keeler Capital shares to the Kostner Investment Shareholders, the Kostner Investment Shareholders shall collectively own one hundred percent (100%) of Keeler Capital.

1.3 The rights and preferences of the Keeler Capital shares received by the Kostner Investment Shareholders shall be the same as the rights and preferences existing for all Keeler Capital Shareholders.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF KEELER CAPITAL

2.1 Keeler Capital is a corporation validly existing and in active status under the Laws of the State of Florida. Keeler Capital is duly qualified to conduct business as a corporation, and is in good standing. Keeler Capital has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as and where such is now being conducted. All of the outstanding shares of the common stock of Keeler Capital have been duly authorized and validly issued, are fully paid and non-assessable.

2.2 The outstanding shares of Keeler Capital are owned by the Keeler Capital Shareholders free and clear of all liens. No shares of capital stock of, or other ownership interest in, Keeler Capital are reserved for issuance and, except for this Agreement, there are no outstanding options, warrants, rights, subscriptions, claims of any character, agreements or understandings relating to the capital stock of Keeler Capital pursuant to which Keeler Capital is or may become obligated to issue or exchange any shares of its capital stock.

2.3 Keeler Capital does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or have any direct or indirect equity or other ownership interest in any entity or business.

2.4 True and complete copies of the Articles of Incorporation and Bylaws of Keeler Capital have been made available to the Board of Directors and Shareholders of Kostner Investment. The minute books of Keeler Capital have been made available to Board of Directors and Shareholders of Kostner Investment for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors and Shareholders of Keeler Capital.

2.5 The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Keeler Capital pursuant hereto and the consummation by the Keeler Capital of the transactions contemplated hereby and thereby have been duly authorized by the shareholders and the Board of Directors of Keeler Capital.

2.6 Title to Assets.

2.6.1 Keeler Capital has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to Kostner Investment Board of Directors and Shareholders.

2.6.2 All of Keeler Capital's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with Keeler Capital's past practices.

2.6.3 The assets of Keeler Capital include all assets required to operate the business as presently conducted.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF KOSTNER INVESTMENT

3.1 Kostner Investment is a corporation validly existing and in active status under the Laws of the State of Illinois. Kostner Investment is duly qualified to conduct business as a corporation, and is in good standing. Kostner Investment has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as and where such is now being conducted. All of the outstanding shares of the common stock of Kostner Investment have been duly authorized and validly issued, are fully paid and non-assessable.

3.2 The outstanding shares of Kostner Investment are owned by the Kostner Investment Shareholders free and clear of all liens. No shares of capital stock of, or other ownership interest in, Kostner Investment are reserved for issuance and, except for this Agreement, there are no outstanding options, warrants, rights, subscriptions, claims of any character, agreements or understandings relating to the capital stock of Kostner Investment pursuant to which Kostner Investment is or may become obligated to issue or exchange any shares of its capital stock.

3.3 Kostner Investment does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or have any direct or indirect equity or other ownership interest in any entity or business.

3.4 True and complete copies of the Articles of Incorporation and Bylaws of Kostner Investment have been made available to the Board of Directors and Shareholders of Keeler Capital. The minute books of Kostner Investment have been made available to Board of Directors and Shareholders of Keeler Capital for examination and contain complete and accurate records of all material corporate action taken by the Board of Directors and Shareholders of Kostner Investment.

3.5 The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Kostner Investment pursuant hereto and the consummation by the Kostner Investment of the transactions contemplated hereby and thereby have been duly authorized by the shareholders and the Board of Directors of Kostner Investment.

3.6 The Kostner Investment has filed all tax returns required to be filed by it and all such returns are complete and accurate in all respects. Kostner Investment has paid or made adequate provision for the payment of all taxes owed, whether or not shown as due on such tax returns.

3.7 Title to Assets.

3.7.1 Kostner Investment has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to Keeler Capital's Board of Directors and Shareholders.

3.7.2 All of Kostner Investment's tangible property, taken as a whole, is in good operating condition and repair, subject to normal wear and tear, and is usable in the ordinary course of business consistent with Kostner Investment's past practices.

3.7.3 The assets of Kostner Investment include all assets required to operate the business as presently conducted.

ARTICLE 4 **COVENANTS**

From and after the date of this Agreement, the parties shall comply with the following covenants:

4.1 Reasonable access during normal business hours to all of the properties, books, records, contracts and documents of Keeler Capital and Kostner Investment for the purpose of such inspection, investigation and testing as Kostner Investment deems appropriate.

4.2 Keeler Capital and Kostner Investment will carry on their continuing business activities in the ordinary course and in substantially the same manner as heretofore conducted and will not make or institute any material changes in its methods of purchase, sale, management, accounting or operation.

4.3 Keeler Capital and Kostner Investment shall not enter into any material contract outside of the ordinary course of business.

4.4 Except for this Agreement, Keeler Capital shall not issue, sell, pledge, encumber, authorize the issuance of, enter into any contract to issue, sell, pledge, encumber, or authorize the issuance of, or otherwise permit to become outstanding, any additional shares of Keeler Capital Stock or any other capital stock of Keeler Capital, or any stock appreciation rights, or any option, warrant, conversion, or other right to acquire any such stock, or any security convertible into any such stock.

ARTICLE 5 **CONDITIONS PRECEDENT TO KEELER CAPITAL'S OBLIGATIONS**

Each and every obligation of Keeler Capital to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

5.1 Each of the representations and warranties made by Kostner Investment in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by Keeler Capital; provided that for purposes of this Section 5.1, if any representation or warranty made by Kostner Investment includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section 5.1.

5.2 Kostner Investment shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

5.3 All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to Keeler Capital prior to the Closing.

5.4 The Articles of Merger shall be filed with the Florida Department of State.

5.5 Certified copies of the resolutions of the Board of Directors and Kostner Investment Shareholders, authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

5.6 Incumbency certificates relating to each person executing any document executed and delivered to Keeler Capital by Kostner Investment pursuant to the terms hereof.

ARTICLE 6

CONDITIONS PRECEDENT TO KOSTNER INVESTMENT'S OBLIGATIONS

Each and every obligation of Kostner Investment to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

6.1 Each of the representations and warranties made by Keeler Capital in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by Kostner Investment; provided that for purposes of this Section 6.1, if any representation or warranty made by Keeler Capital includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section 6.1.

6.2 Keeler Capital shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

6.3 All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to Kostner Investment prior to the Closing.

6.4 The Articles of Merger shall have been filed with the Florida Department of State.

6.5 Certified copies of the resolutions of the Board of Directors and Keeler Capital Shareholders, authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

6.6 Incumbency certificates relating to each person executing any document executed and delivered to Kostner Investment by Keeler Capital pursuant to the terms hereof.

ARTICLE 7

MISCELLANEOUS

7.1 Further Assurance. From time to time, at a Party's request and without further consideration, the other Parties will execute and deliver to the requesting Party such documents and take such other action as the requesting Party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

7.2 Assignment. The rights and obligations of a Party hereunder may not be assigned, transferred or encumbered, in whole or in part, without the prior written consent of the

other parties; provided, however, Parent may assign its rights hereunder, in whole or in part, for the benefit of its lenders.

7.3 Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal Laws of the State of Florida, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction.

7.4 Amendment and Modification. Kostner Investment and Keeler Capital may amend, modify and supplement this Agreement, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all of the parties hereto or, in the case of a waiver, by the party waiving compliance.

7.5 Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to Keeler Capital, to:	Keeler Capital Inc. Attn: John A. Kronon Jr. 3033 Riviera Drive, Suite 101 Naples, FL 34103
If to Kostner Investment	Kostner Investment Corporation Attn: Jeffrey J. Kronon 726 Laurel Avenue Des Plaines, Illinois 60016
with a copy to:	Salvatori, Wood, Buckel, Carmichael & Lottes Attn: John Humphreville, Esq. 9132 Strada Place, Fourth Floor Naples, Florida 34108

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next Business Day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Delivery to the Company Representative shall constitute delivery to all Company Shareholders. Any Person may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

7.6 Expenses. Regardless of whether or not the transactions contemplated hereby are consummated:

7.6.1 Brokerage. There is no broker involved or in any way connected with the transfer provided for herein on their behalf respectively and each agrees to hold the other

harmless from and against all other claims for brokerage commissions or finder's fees in connection with the execution of this Agreement or the transactions provided for herein.

7.6.2 Other. Except as otherwise provided herein, each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

7.6.3 Entire Agreement; Binding Effect. This Agreement embodies the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein or executed contemporaneously or in connection herewith. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

7.6.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6.5 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

7.6.6 Construction. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.

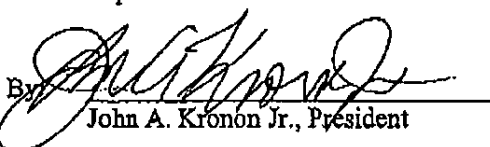
7.6.7 Interpretations. Neither this Agreement or any uncertainty herein shall be construed or resolved against any Party, whether under rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties, and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

7.6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted only so broad as enforceable.

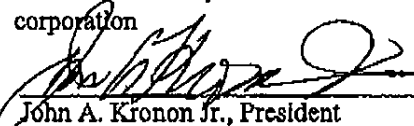
ARTICLE 8

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

KEELER CAPITAL INC., a Florida
corporation

By: 
John A. Kronon Jr., President

KOSTNER INVESTMENT
CORPORATION, an Illinois
corporation

By: 
John A. Kronon Jr., President