

P150000045360

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

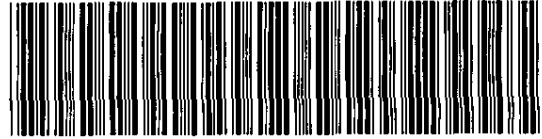
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800269843048

merged

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
15 MAR -3 PM 12:44
NOT POSTED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

FILED
2015 MAR -3 PM 1:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
3/4/15

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 3/3/15

NAME: TRIDENT HOLDINGS, INC

TYPE OF FILING: MERGER

COST: 70.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Attach

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Trident 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:

Lori Lee
Contact Person

Duffy & Sweeney, LTD
Firm/Company

One Financial Plaza, Suite 1800
Address

Providence, RI 02903
City/State and Zip Code

llee@duffysweeney.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lori Lee
Name of Contact Person

At (401) 457-1830
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

ARTICLES OF MERGER
(Profit Corporations)

FILED

2015 MAR -3 PM 1:43

The following articles of merger are submitted in accordance with the Florida Business Corporations Act, Florida Statutes, pursuant to section 607.1105, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
2015 MAR 3 PM 1:43

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Trident Holdings, Inc.	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Trident Holdings, Inc.	Rhode Island	

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 February 23, 2015.

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 23, 2015.

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)

Name of Corporation

Typed or Printed Name of Individual & Title



Barry Gertz, President

[Handwritten signature]

Barry Gertz, President

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Merger Agreement") is made and entered into as of February 23, 2015 by and between Trident Holdings, Inc., a Rhode Island corporation ("Trident Holdings – RI"), and Trident Holdings, Inc., a Florida corporation ("Trident Holdings – FL").

WHEREAS, Trident Holdings – RI is a corporation duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, Trident Holdings – FL is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, on the date of this Merger Agreement, Trident Holdings – RI has authority to issue 500 shares of Class A Common Stock, no par value, of which four hundred (400) shares are issued and outstanding, and 7,500 shares of Class B Common Stock, no par value, of which three thousand six hundred (3,600) shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Trident Holdings – FL has authority to issue 500 shares of Class A Common Stock, no par value, of which one (1) share is issued and outstanding, and 7,500 shares of Class B Common Stock, no par value, of which zero (0) shares are issued and outstanding;

WHEREAS, the respective Boards of Directors of Trident Holdings – RI and Trident Holdings – FL have determined that it is advisable and in the best interests of each of such corporations that Trident Holdings – RI merge with and into Trident Holdings – FL in a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the sole Director of Trident Holdings – RI and Trident Holdings – FL by written consents dated February 23, 2015 duly approved this Merger Agreement; and

WHEREAS, the shareholders of Trident Holdings – RI and Trident Holdings – FL by unanimous written consents dated February 23, 2015 duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Trident Holdings – RI and Trident Holdings – FL hereby agree as follows:

1. Merger. Trident Holdings – RI will be merged with and into Trident Holdings – FL (the "Merger"), and Trident Holdings – FL shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("Effective Time"). The merger is intended to be a tax-

free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

2. Governing Documents. The Articles of Incorporation of Trident Holdings – FL as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit A, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit B, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate corporate existence of Trident Holdings – RI shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of Trident Holdings – RI;

(b) All and singular rights, privileges, powers and franchises of Trident Holdings – RI and all property, real, personal and mixed, and all debts due to Trident Holdings – RI on whatever account, as well as for share and note subscriptions and all other things in action or belonging to Trident Holdings – RI shall be vested in the Surviving Corporation;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Trident Holdings – RI and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or the State of Florida, or of any of the other states of the United States, in Trident Holdings – RI 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 Trident Holdings – RI shall be preserved unimpaired;

(d) All debts, liabilities and duties of Trident Holdings – RI 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 it;

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Trident Holdings – RI, its shareholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Trident Holdings – RI;

(f) The Surviving Corporation shall be subject to suit, and the Surviving Corporation hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains outstanding in the State of Rhode Island for any prior obligations of Trident Holdings – RI;

(g) The Surviving Corporation hereby irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes.

4. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Trident Holdings – RI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate 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, interest, assets, rights, privileges, immunities, powers, franchises and authority of Trident Holdings – RI and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Trident Holdings – RI to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of Trident Holdings – RI Class A Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully-paid and non-assessable share of Trident Holdings – FL Class A Common Stock;

(b) Each share of Trident Holdings – RI Class B Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully-paid and non-assessable share of Trident Holdings – FL Class B Common Stock;

(c) The one (1) share of Trident Holdings – FL Class A Common Stock issued and outstanding immediately prior to the Effective Date of the Merger, by virtue of the Merger shall be canceled and resume the status of authorized and unissued shares of Trident Holdings – FL Class A Common Stock, and no shares of other securities of the Surviving Corporation shall be issued in respect thereof.

6. Stock Certificates. At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding shares of Trident Holdings – RI Class A Common Stock or Class B Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and each certificate previously representing any such shares of Class A Common Stock or Class B Common Stock of Trident Holdings – RI shall thereafter represent only the right to receive shares of Class A Common Stock or Class B Common Stock of the Surviving Corporation into which the shares represented by such Certificate have been converted.

7. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

8. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Trident Holdings – RI or Trident Holdings – FL, notwithstanding approval of this Merger Agreement by the shareholders of either of said corporations, if circumstances arise which, in the opinion of the Board of Directors of Trident Holdings – RI or Trident Holdings – FL make the Merger inadvisable.