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MERGER OR SHARE EXCHANGE  
RALPH DAVIS, INC.

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ARTICLES OF MERGER  
OF A DOMESTIC AND FOREIGN CORPORATION

Articles of Merger between RALPH DAVIS, INC., a Florida corporation, and RALPH DAVIS, INC., a New York corporation.

Pursuant to §607.1105 and §607.1107 of the Florida Business Corporation Act (the "Act"), RALPH DAVIS, INC., a Florida corporation, and RALPH DAVIS, INC., a New York corporation, adopt the following Articles of Merger:

ARTICLE 1

The names of the undersigned corporations and the states under the laws of which they are organized are, respectively:

<u>Name of Corporation</u>	<u>State</u>
RALPH DAVIS, INC.	Florida
RALPH DAVIS, INC.	New York

ARTICLE II

The laws of the State of New York under which the constituent foreign corporation is organized permits such merger.

ARTICLE III

The name of the surviving corporation is RALPH DAVIS, INC. and it is to be governed by the laws of the State of Florida.

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ARTICLE IV

The Agreement and Plan of Merger dated as of the 31st day of December, 201~~5~~, between RALPH DAVIS, INC., a Florida corporation and RALPH DAVIS, INC., a New York corporation was approved and adopted by the shareholders of RALPH DAVIS, INC., a New York corporation, on December 31st, 201~~5~~, and was approved and adopted by the shareholders of RALPH DAVIS, INC., a Florida corporation, on December 31st, 201~~5~~.

ARTICLE V

The issued shares of RALPH DAVIS, INC., a New York corporation, shall be cancelled as of the effective date of the merger and no additional shares of stock will be issued to the shareholders of RALPH DAVIS, INC., a New York corporation.

ARTICLE VI

There are no changes to the Articles of Incorporation of RALPH DAVIS, INC., a Florida corporation, as a result of the merger.

ARTICLE VII

The Agreement and Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth herein.

ARTICLE VIII

Pursuant to §607.1105(1)(B) of the Act, the date and time of the effectiveness of the merger shall be upon the filing of these Articles of Merger with the Secretary of State of Florida.

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IN WITNESS WHEREOF, the parties have set their hands this

12 day of February 2015  
~~December, 2014.~~

[Signature]  
Witness

RALPH DAVIS, INC., a Florida  
corporation

By: [Signature]  
DAVID DAVIS, President

[Signature]  
Witness

RALPH DAVIS, INC., a  
New York corporation

By: [Signature]  
DAVID DAVIS, President

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[Signature]  
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of the 31st day of December, 2015, by and between RALPH DAVIS, INC., a Florida corporation (hereinafter sometimes referred to as the "Surviving Corporation"), and RALPH DAVIS, INC., a New York corporation (hereinafter sometimes referred to as the "Merged Corporation"). The Surviving Corporation and the Merged Corporation are sometimes hereinafter collectively referred to as the "Constituent Corporations".

R E C I T A L S

The respective stockholders and directors of the Constituent Corporations deem it desirable and to the advantage, welfare and best interest of the Constituent Corporations to merge the Merged Corporation with and into the Surviving Corporation in order to combine the assets and business of the Constituent Corporations and to achieve a more efficient operation having greater resources in the conduct of their business in a transaction qualifying as a reorganization within the meaning of §368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Constituent Corporations hereby agree in accordance with the New York Business Corporation Law of the State of New York and the Florida Business Corporations Act of the State of Florida that the Merged Corporation shall be, at the "Effective Date" (as hereinafter defined), merged into a single corporation existing under the laws of the State of Florida, to wit, RALPH DAVIS, INC., and the Constituent Corporations adopt and agree to the following agreements, terms and conditions:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.

2. Agreement to Merge. The Constituent Corporations agree that the Merged Corporation shall be merged into the Surviving Corporation.

3. Name. The name of the Surviving Corporation shall be RALPH DAVIS, INC.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation of the Surviving Corporation. No amendment to the

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Articles of Incorporation of the Surviving Corporation is to be effected as part of this Agreement.

5. Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation shall continue to be the Bylaws of the Surviving Corporation.

6. Principal Office. The principal office of the Surviving Corporation shall be located at 10343 Sunset Bend Drive, Boca Raton, FL 33428.

7. Purpose of Surviving Corporation. The general purpose of the Surviving Corporation shall be to engage in any and all lawful business permitted under the laws of the United States and the State of Florida.

8. Authorized and Issued Shares. The present number of shares which the Merged Corporation is authorized to issue is One Thousand (1,000) shares of common stock, par value One Hundred Dollars (\$100.00), of which One Hundred (100) shares are issued and outstanding. The present number of shares which the Surviving Corporation is authorized to issue is One Thousand (1,000) shares of common stock, par value One Hundred Dollars (\$100.00), of which One Hundred (100) shares are issued and outstanding. The issued shares of the Merged Corporation shall be cancelled as of the Effective Date. The stockholders of the Surviving Corporation shall receive no shares of stock of the Merged Corporation.

9. Directors and Officers of the Surviving Corporation. The present officers and directors of the Surviving Corporation shall

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continue as such until their successors are duly elected or designated after the Effective Date.

10. Surrender of Shares of Merged Corporation. The stockholders of the Merged Corporation shall surrender their certificate or certificates to the Surviving Corporation on the Effective Date.

11. Tax Free Exchange. It is the intention of the Constituent Corporations that the merger contemplated by this Agreement be a reorganization referred to in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

12. Capital Stock of Surviving Corporation. Upon the consummation of the merger contemplated by this Agreement, the total amount of authorized capital stock of the Surviving Corporation shall be One Thousand (1,000) shares.

13. Debts of Merged Corporation. All debts and liabilities of the Merged Corporation shall be assumed by and merged into the Surviving Corporation as of the Effective Date.

14. Further Instruments. The Merged Corporation shall, from time to time, as and when requested by the Surviving Corporation, execute and deliver or cause to be executed and delivered to the Surviving Corporation any and all deeds and other instruments and documents and will take or cause to be taken any and all further or other action as the Surviving Corporation may deem necessary or appropriate and shall request in order to convey, vest, perfect or confirm unto the Surviving Corporation title of record or otherwise to and possession of all property rights, privileges, powers and

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franchises succeeded to by the Surviving Corporation under this Agreement and in order to otherwise carry out the intent and purposes of this Agreement.

15. Filings with Departments of State and Effective Date. Contemporaneous with the execution of this Agreement, the Surviving Corporation and the Merged Corporation shall cause their respective Presidents to execute Articles of Merger and a Certificate of Merger, respectively, in the forms attached hereto as Exhibits "A" and "B". Thereupon, such Articles of Merger and Certificate of Merger shall be delivered for filing by the Constituent Corporations to the Florida Department of State and the New York Department of State in accordance with the Florida Business Corporation Act and the New York Business Corporation Law, respectively. At the Effective Date, the separate existence of the Merged Corporation shall cease and the Merged Corporation shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effective on the date on which a Certificate of Merger in substantially the form attached hereto as Exhibit "B" is filed in the office of the Department of State of New York and such Articles of Merger in substantially the form attached hereto as Exhibit "A" is filed in the office of the Department of State of Florida, all after the satisfaction of the respective requirements of the applicable laws of said states prerequisite to such filings (the "Effective Date").

16. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the one of the

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Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed by the President of each of such corporations as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Amy Sandler  
Amy Sandler

RALPH DAVIS, INC., a Florida  
corporation

By: David Davis

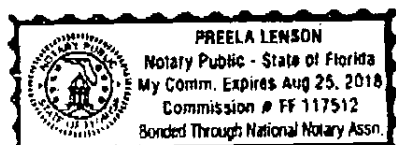
DAVID DAVIS, President

Elizabeth Hancock  
Elizabeth Hancock

RALPH DAVIS, INC., a New York  
corporation

By: David Davis

DAVID DAVIS, Chief Executive  
Officer



P. 10/18/15 (C) 2015 RALPH DAVIS, INC.

Preela Lenson  
2/12/2015

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