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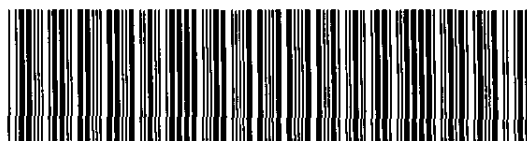
(Business Entity Name)

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Date: 06/15/2015

Account #: I20000000088

Name: Michelle Walker

Reference #: N399514

ENTITY NAME: 149 CLINTON STREET CORP.

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Annual Report

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other: CERTIFIED COPY

Authorized Amount: \$78.75

Signature: Michelle Walker

Date: 06/15/2015

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☒ Other: CERTIFIED COPY

Authorized Amount: \$18.75

Signature: Michelle Walker

ARTICLES OF MERGER

OF

149 CLINTON STREET CORP., a New York Corporation

INTO

149 CLINTON STREET CORP., a Florida Corporation

Under Section 607.1105 of the Florida Business Corporation Act

FIRST: The name of name and jurisdiction of the surviving corporation:
149 Clinton Street Corp., a Florida corporation.

SECOND: The name and jurisdiction of the merging corporation:
149 Clinton Street Corp., a New York corporation.

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.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on June 3, 2015 and shareholder approval was not required.

SIXTH: The Plan of Merger was adopted by the shareholders of the merging corporation on June 3, 2015

IN WITNESS WHEREOF, these articles have been signed the 4 day of June, 2015.

149 CLINTON STREET CORP. (FL)
The Cullen Family Revocable Trust

By: 

Tanya L. Cleary, Trustee

149 CLINTON STREET CORP. (NY)
The Cullen Family Revocable Trust

By: 

Tanya L. Cleary, Trustee

FILED
15 JUN 15 AM 10:33
CLINTON STREET CORP.

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger ("Agreement"), dated as of June 8, 2015, by and between 149 CLINTON STREET CORP. (the "Surviving Corporation"), and 149 CLINTON STREET CORP. (the "Merging Corporation").

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of New York; and

WHEREAS, the sole director and sole shareholder of the Surviving Corporation and the sole director and sole shareholder of the Merging Corporation have determined that it is in the best interest of their respective companies, and have approved, adopted and acknowledged, that the Merging Corporation shall merge with and into the Surviving Corporation, with the Surviving Corporation surviving the merger (the "Merger"), pursuant to the applicable laws of each jurisdiction of organization, on the terms and conditions set forth herein, and have further approved the execution of this Agreement by the authorized officers of each company; and

WHEREAS, the sole director and sole shareholder of the Merging Corporation have approved, adopted and acknowledged that it shall merge with and into the Surviving Corporation, with the Surviving Corporation surviving the Merger, on the terms and conditions set forth herein in accordance with the applicable provisions of the laws of each jurisdiction of organization;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree:

1. The Merger. Upon the terms and conditions hereinafter set forth, at the Effective Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Corporation, and thereupon the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue to exist under and be governed by the Florida Business Corporations Act of the State of Florida. The name of the Surviving Corporation shall remain the same.

2. Filing. The Surviving Corporation will cause (i) Articles of Merger in the form annexed hereto as **Exhibit A**, in compliance with the provisions of applicable law, to be executed and filed with the Secretary of State of Florida (the "Florida Articles"); and (ii) Articles of Merger in the form annexed hereto as **Exhibit B** to be executed and filed with the Secretary of State of New York (the "New York Articles").

3. Effective Time of Merger. The Merger shall become effective immediately upon the completion of filing of both the Florida Articles and the New York Articles with the Secretary of State of the respective states (the "Effective Time").

4. Consideration. Upon the completion of the Merger, the Surviving Corporation shall issue 620 shares to The Cullen Family Revocable Trust, the sole shareholder of the Merging Corporation. Upon the effective date of the Merger the existing shares outstanding in the Merging Corporation shall be cancelled on the books of said corporation.

5. Governing Documents. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation. The by-laws of the Surviving Corporation shall be the by-laws of the Surviving Corporation.

6. Board of Directors. Tanya L. Cleary, Trustee of The Cullen Family Revocable Trust, sole shareholder of the Merging Corporation, shall, after the Effective Time, be the sole member of the Board of Directors of the Surviving Corporation, and shall hold her directorship until the election and qualification of her successor or until her tenure is otherwise terminated in accordance with the by-laws of the Surviving Corporation.

7. Officers. The persons who are officers of the Surviving Corporation immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, all of whom shall hold their respective offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the Surviving Corporation.

8. Representations and Warranties of the Merging Corporation.

a. *Corporate Organization.* The Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the corporate power and authority to conduct its businesses as it is now being conducted. Upon the consummation of the Merger, the Surviving Corporation will own the entire business being operated by the Merging Corporation.

b. *Authorization; Execution and Delivery.* The Merging Corporation has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the Merger have been duly authorized by all requisite corporate action on the part of the Merging Corporation. This Agreement constitutes the legal, valid and binding obligation of the Merging Corporation enforceable in accordance with its terms.

c. *No Conflict.* Neither the execution, delivery and performance of this Agreement by the Merging Corporation, nor the consummation by the Merging Corporation of the transaction contemplated hereby, does or will

(i) conflict with, or result in a breach of, any of the terms, conditions or provisions of the Certificates of Incorporation or by-laws of the Merging Corporation, or (ii) conflict with, result in breach or violation of, give rise to default under, or result in the acceleration of performance or right to accelerate performance under (in each case, whether with or without the giving of notice or the passage of time, or both) any agreement or instrument, license or franchise, or any statute, regulation, ordinance, writ, injunction, order, judgment, decree or assurance of discontinuance to which the Merging Corporation or any of its assets may be subject, or (iii) give rise to a declaration or imposition of any material lien, charge, security interest or encumbrance of any nature whatsoever upon any of the assets of the Merging Corporation.

- d. *Capital Stock.* The authorized capital stock of the Merging Corporation is 1,000 shares of voting common stock with \$1.00 par value, of which 620 are issued and outstanding.

9. Representations and Warranties of the Surviving Corporation.

- a. *Corporate Organization.* The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to own, operate and lease its properties and to conduct its business as it is now being conducted.
- b. *Authorization; Execution and Delivery.* The Surviving Corporation has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the Merger have been duly authorized by all requisite corporate action on the part of the Surviving Corporation. This Agreement constitutes the legal, valid and binding obligation of the Surviving Corporation enforceable in accordance with its terms.
- c. *No Conflict.* Neither the execution, delivery and performance of this Agreement by the Surviving Corporation, nor the consummation by the Surviving Corporation of the transactions contemplated hereby, does or will (i) conflict with, or result in a breach of, any of the terms, conditions or provisions of the Articles of Incorporation or by-laws of the Surviving Corporation, (ii) conflict with, result in breach or violation of, give rise to default under, or result in the acceleration of performance or right to accelerate performance under (in each case, whether with or without the giving of notice or the passage of time, or both) any agreement or instrument, license or franchise, or any statute, regulation, ordinance, writ, injunction, order, judgment, decree or assurance of discontinuance to which the Surviving Corporation or any of its assets may be subject, or (iii) give rise to a declaration or imposition of any material lien, charge,

security interest or encumbrance of any nature whatsoever upon any of the assets of the Surviving Corporation.

- d. *Capital Stock.* The authorized capital stock of the Surviving Corporation consists of 1,000 shares of voting common stock, with \$1.00 par value, of which 620 are issued and outstanding.

10. Effect of Merger. At and after the Effective Time, the Surviving Corporation shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of the Merging Corporation and the Surviving Corporation, and all obligations belonging to or due to the Merging Corporation and the Surviving Corporation, all of which vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be liable for all the obligations of the Merging Corporation and the Surviving Corporation; any claim existing, or action or proceeding pending, by or against the Merging Corporation and the Surviving Corporation may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and all the rights of creditors of the Merging Corporation and the Surviving Corporation shall be preserved unimpaired.

11. Knowledge of Parties. Each party acknowledges that it has full knowledge of the other party's corporate structure and ownership, business operations, assets, contractual obligations, Federal and State tax filing history, financial structure, financial statements and employee relations, and has asked for and received all other information it deemed necessary to evaluate and approve the Merger.

12. Further Assurances. Each party hereto agrees to execute and deliver such instruments and take such further actions as the other party may reasonably require in order to carry out the intent of this Agreement.

13. Tax Treatment. The Surviving Corporation and the Merging Corporation hereby agree that this Agreement is intended to constitute a Plan of Reorganization and that the modifications and changes made pursuant to this Agreement are intended to constitute a "statutory merger" of the Surviving Corporation and the Merging Corporation as described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and all parties agree to account for the modifications and changes contemplated by this Agreement in a manner consistent with this intention, including, without limitation, filing all appropriate tax forms, returns and disclosures in a manner consistent with the status as a statutory merger.

14. Miscellaneous.

- a. *Amendments and Modification.* This Agreement may be amended by mutual consent of the Merging Corporation and the Surviving Corporation by the appropriate written instrument executed at any time prior to the Effective Time of the Merger.
- b. *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to the conflicts of laws provisions.
- c. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. *Entire Agreement; Severability.* This Agreement contains the exclusive and entire understandings of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understanding between the parties with respect to such subject matter. A determination that any portion of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Agreement or this Agreement as a whole.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

149 CLINTON STREET CORP. (New
York)

The Cullen Family Revocable Trust

By: _____

Tanya L. Cleary, Trustee

149 CLINTON STREET CORP. (Florida)

The Cullen Family Revocable Trust

By: _____

Tanya L. Cleary, Trustee

EXHIBIT A

Articles of Merger
(Florida)

EXHIBIT B

Certificate of Merger
(New York)