

P15D00051989

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DIVISION OF CORPORATIONS  
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merger / name  
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cc

SEP 10 2015

I ALBRITTON

**RABPC**  
ATTORNEY AT LAW

**Richard A. Beckmann, P.C.**

1731 Ridgewood Lane W.

Glenview, IL 60025-2268

(312) 607-9833

RABeckmannPC@gmail.com

September 1, 2015

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**Re: Merger of Florida Bulk Sales, Inc. into Flerder Corporation**

The enclosed Articles of Merger and fees are submitted for filing. An additional copy is enclosed, and a certified is hereby requested.

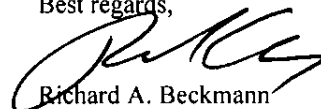
Please note that pursuant to the Agreement and Plan of Merger, the Surviving Corporation, Flerder Corporation, shall change its name to the former name of the Merging Corporation ("Florida Bulk Sales, Inc."), as of the Effective Time of the merger.

Please return all correspondence concerning this matter to:

Richard A. Beckmann  
Richard A. Beckmann, P.C.  
1731 Ridgewood Lane West  
Glenview, IL 60025  
email: RABeckmannPC@gmail.com

For further information concerning this matter, please call Richard Beckmann at 312-607-9833.

Best regards,



Richard A. Beckmann

## Articles of Merger

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

**First:**

The name and jurisdiction of the surviving corporation:

NAME:	JURISDICTION:	DOCUMENT NO.:
Flerder Corporation	Florida	P15000051989

**Second:**

The name and jurisdiction of each merging corporation:

NAME:	JURISDICTION:	DOCUMENT NO.:
Florida Bulk Sales, Inc.	Florida	P94000059824

**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 September 1, 2015 and shareholder approval was not required.

**Sixth:**

The Plan of Merger was adopted by the board of directors of the merging corporation on September 1, 2015 and shareholder approval was not required.

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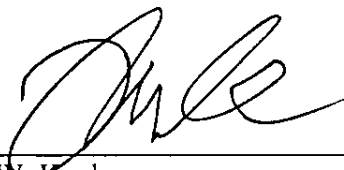
**Seventh:**

The undersigned Corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: September 1, 2015

FLERDER CORPORATION

by



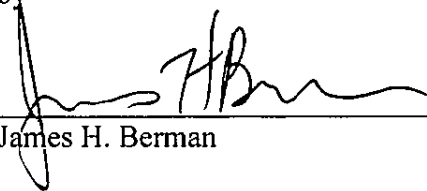
Ronald W. Kaplan

Vice President

Dated: September 1, 2015

FLORIDA BULK SALES, INC.

by



James H. Berman

Director

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of September 1, 2015 by and between FLERDER CORPORATION, a Florida corporation ("**Surviving Corporation**"), and FLORIDA BULK SALES, INC., a Florida corporation (the "**Merging Corporation**").

WHEREAS, the Surviving Corporation owns 100% of the outstanding shares of each class of the Merging Corporation.

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation (collectively, the "**Parties**") have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Surviving Corporation, the Merging Corporation, and the shareholders of each corporation;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Corporation, in accordance with the Florida Business Corporations Act (the "**BCA**"), and in compliance with section 607.1104 of the BCA, will merge with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation (the "**Merger**");

WHEREAS, the Board of Directors of the Surviving Corporation and the Merging Corporation have determined it to be in the best interest of the Surviving Corporation that at the Effective Time of the Merger, the name of the Surviving Corporation shall be changed to Florida Bulk Sales, Inc.

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1 "**Agreement**" means this Agreement and Plan of Merger.

1.2 "**BCA**" means the Florida Business Corporations Law, § 607.1101 et seq., Fla. Stat. Ann.

1.3 "**Effective Time**" means the date and time upon which the Merger contemplated by this

Agreement will be effective, subject to the approval of the Parties, which shall be at the time and on the date that articles of merger are filed with the Florida Department of State.

Any other terms defined herein shall have the meaning given to them.

## **ARTICLE II: MERGER**

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the BCA, the Merging Corporation shall be merged with and into the Surviving Corporation as of the Effective Time. Following the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation. The name of the Surviving Corporation shall be changed to and become "Florida Bulk Sales, Inc." The effects and consequences of the Merger shall be as set forth in this Agreement and the BCA.

2.2 Organizational Documents. The bylaws of the Surviving Corporation then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the BCA, and the articles of incorporation of the Surviving Corporation then in effect at Effective Time, as amended by the articles of merger, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the BCA.

2.3 Board of Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the BCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of the Surviving Corporation. Pursuant to Section 607.1104 of the BCA, approval by the shareholders of the Merging Corporation is not required.

## **ARTICLE III: CANCELLATION OF SHARES**

3.1 Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation or the holders of shares of capital stock of the Merging Corporation:

(a) All shares of common stock of the Merging Corporation, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time is owned by the Surviving Corporation or the Merging Corporation (as treasury stock or otherwise), and will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange;

(c) Each share of capital stock of the Surviving Corporation issued and outstanding immediately

prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Merging Corporation; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Merging Corporation on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; (c) title to any real estate, or any interest therein vested in the Merging Corporation, shall not revert or in any way be impaired by reason of this merger; and (d) all of the rights of creditors of the Merging Corporation shall be preserved unimpaired, and all liens upon the property of the Merging Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Merging Corporation shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. Because the Surviving Corporation is the sole stockholder of the Merging Corporation and fully consents to the proposed merger, the proposed reorganization will not result in any stockholders' dissenters rights under section 607.1301 through 607.1320, Florida statutes.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement together with the articles of merger constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.3 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall

operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.7 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

FLERDER CORPORATION

By 

Name: Ronald W. Kaplan

Title: Vice President

FLORIDA BULK SALES, INC.

By 

Name: James H. Berman

Title: Director