

Division of Corporations

Page 1 of 2

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H19000316766 3)))



H190003167663ABC6

**Note: DO NOT** hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : AGENTS AND CORPORATIONS, INC  
Account Number : 120010000112  
Phone : (302) 575-0875  
Fax Number : (302) 575-1642

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

**MERGER OR SHARE EXCHANGE  
GABE 1204, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$70.00

*Merger*

Electronic Filing Menu

Corporate Filing Menu

Help

11/20/19



October 28, 2019

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

GABE 1204 INC.  
1000 ISLAND BLVD.  
1204  
AVENTURA, FL 33160US

SUBJECT: GABE 1204 INC.  
REF: P16000028242

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please include the attached documents that you refer to in your document.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden  
Regulatory Specialist II

FAX Aud. #: H19000316766  
Letter Number: 319A00022178

2019 NOV 19 PM 2:04

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

Robert G. Cullenberg, Nankin Director

Robert o czu kerkberg van kin president

## **PLAN OF MERGER**

**(Merger of subsidiary corporation(s))**

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

GABE 1204, INC.

FLORIDA

The name and jurisdiction of each subsidiary corporation:

Name

Jurisdiction

GABE GLOBAL, LTD.

BRITISH VIRGIN ISLANDS

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED PLAN OF MERGER.

*(Attach additional sheets if necessary)*

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:  
SEE ATTACHED PLAN OF MERGER.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:  
SEE ATTACHED PLAN OF MERGER.

# Parent-Subsidiary Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER****Between:**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement"), effective as of September 30, 2019, by and between **GABE GLOBAL, LTD.**, a British Virgin Islands Company (the "**Target**" or "**Parent Company**"), and **GABE 1204, INC.**, a Florida corporation (the "**Surviving Company**" or the "**Subsidiary**").

**WITNESSETH:**

**WHEREAS**, the Board of Directors of Parent Company deems it advisable and in the best interests of Parent Company and its stockholders that Parent be merged with, and consolidated into, Subsidiary, under s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and under Treas. Reg. §1.368-2(b)(ii)(A), Example 12, and IRS PLR 201214013, as a "Downstream Merger", not as a "liquidation" within the meaning of *Commissioner v. Estate of Webster*, 131 F.2d 426 (5th Cir. 1942); *Commissioner v. Estate of Gilmore*, 130 F.2d 791 (3d Cir. 1942), acq., 1946-2 C.B. 2; *Edwards Motor Transit Co. v. Commissioner*, T.C. Memo 1964-317; Rev. Rul. 70-223, 1970-1 C.B. 79, and as a "statutory inbound Type "A" merger, pursuant to Section 897(e)(2), and Temp. Treas. Reg. section 1.897-6T(a)(1), for FIRPTA purposes.

**WHEREAS**, the Board of Directors of Subsidiary deems it advisable and in the best interests of Subsidiary and its stockholders that Subsidiary be the Surviving Entity pursuant to the terms and conditions hereinafter set forth;

**WHEREAS**, immediately prior to the Effective Time (as hereinafter defined), Target shall have an authorized capitalization consisting of 50,000 shares of Common Stock, no par value (the "**Common Stock**"), of which 50,000 of Target shares shall be issued and outstanding;

**WHEREAS**, immediately prior to the Effective Time (as hereinafter defined), Subsidiary shall have an authorized capitalization consisting Common Stock, par value \$0 per share (the "**Common Stock**"), of which 100 shares shall be issued and outstanding.

**WHEREAS**, the Board of Directors of Subsidiary and the Board of Directors of Parent have approved this Agreement and directed that this Agreement be submitted to their respective stockholders;

**NOW THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Florida Statute, and pursuant to the provisions of Sections 169 to 173 of the British Virgin Islands Company Act, as amended, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:



**1. Terms and Conditions of Merger.** At the Effective time (as hereinafter defined), Parent shall be merged with and into Subsidiary pursuant to the provisions of s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and Sections 169 to 173 of the British Virgin Islands Company Act (the "Merger"), and Subsidiary shall be the surviving corporation (the "Surviving Corporation").

The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "Effective Time". The Merger shall occur and be effective on the hour and on the date that this duly executed and acknowledged Agreement, or a Certificate of Merger with respect thereto, has been filed with each of the Secretary of State of the State of Florida as provided in Florida law, and the Registrar of Corporate Affairs of the British Virgin Islands, as provided in the British Virgin Islands Company Act, each of which shall take place as soon as practicable following the approval of this Agreement by the directors of the Parent and Subsidiary Corporations.

**2. Name, Charter, Bylaws, Directors and Officers.** From and after the Effective Time:

2.1 The name of the Surviving Corporation shall be: Gabe 1204, Inc., a Florida corporation.

2.2 The current Memorandum and Articles of Association of Parent shall be the Certificate of Incorporation or Articles of Organization of the Surviving Corporation.

2.3 The current Bylaws or Operating Agreement of Subsidiary shall be the Bylaws of the Surviving Corporation.

2.4 The directors and officers of Subsidiary at the Effective Time shall be unchanged and remain the directors and officers, respectively, of the Subsidiary Corporation from and after the Effective Time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal or death, subject to the Certificate of Incorporation or Articles of Organization and/or Bylaws of the Surviving Corporation.

**3. Succession.** On the Effective Date, Subsidiary shall succeed to Parent in the manner and as more fully set forth in s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and Sections 169 to 173 of the British Virgin Islands Company Act.

**4. Further Assurances.** From time to time, when and as required by Subsidiary or its successors and assign, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by or on behalf of Parent such further and other action, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise in Subsidiary, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent, and otherwise to carry out the purposes of this Agreement, and the officers and the directors of Subsidiary are fully authorized by and on behalf of Parent to take any and all such action to execute and deliver any and all such deeds and other instruments.

**5. Stock and Stock Certificates.** At the Effective Time:

5.1 All of the issued and outstanding shares of Common Stock of Subsidiary held by Parent immediately prior to the Merger, shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, and exchanged as set forth in 5.2 below.

5.2 All of the shares of Common Stock of Parent held by any stockholder immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, share for share, into shares of Common Stock, par value \$0 per share, of Subsidiary ("Subsidiary Common Stock").

5.3 All of the options and warrants to acquire shares of Common Stock of Parent held by any person other than Subsidiary shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, share for share, into options and warrants, respectively.

From and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Common Stock of Parent shall be deemed for all purposes to evidence ownership of, and to represent, shares of Common Stock, par value \$0 per share, of the Surviving Corporation into which the shares of Parent Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of Parent or its transfer agent of any such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be able to exercise any voting and other rights with respect to and receive any dividend or other distributions upon the Common Stock, par value \$0 per share, of the Surviving Corporation evidenced by such outstanding certificates as provided.


**6. Amendment and Termination.** Subject to applicable law, this Agreement may be amended by written agreement of the parties hereto at any time prior to the Effective Time. Subject to applicable law, this Agreement may be terminated by the Board of Directors of Parent or Subsidiary at any time prior to the Effective Time.

**7. Miscellaneous.** For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties of this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and/or Managers have caused this Agreement to be executed by the President and/or Manager as of the day and year first above written.


**PARENT/TARGET COMPANY:**

**GABE GLOBAL, LTD.,** a British Virgin Islands Company

By:   
Its: Director

**SUBSIDIARY/SURVIVING COMPANY:**

**GABE 1204, INC.,** a Florida corporation

By:   
Its: President