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Division of Corporations  
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TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE  
CREDIT RESOURCES OF FLORIDA, INC.**

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*Merger*

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16 JUN 30 PM 2:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act and Connecticut Business Corporation Act.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Credit Resources of Florida, Inc. 117 A Palm Bay Drive Palm Beach Gardens, FL 33418	Florida	Business Corporation

Florida Document/Registration Number: P16000054349

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the merging corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Credit Resources of Connecticut, Inc. 117 A Palm Bay Drive Palm Beach Gardens, FL 33418	Connecticut	Business Corporation

Connecticut Business ID: 0286972

**THIRD:** The Agreement and Plan of Merger is attached. The plan of merger set forth in the Agreement and Plan of Merger and the performance of its terms by surviving were duly authorized by all action required by the law of Florida and by the articles of incorporation of surviving.

**FOURTH:** The merger shall become effective on the date these Articles of Merger are filed with the Secretary of State of Florida.

**FIFTH:** The attached Agreement and Plan of Merger was approved by the Board of Directors of the surviving corporation on June 30, 2016. Pursuant to Florida Statutes Section 607.1103(7), the approval of the shareholders of the surviving corporation was not required.

**SIXTH:** The attached Agreement and Plan of Merger was approved by the Board of Directors and all of the shareholders of the merging corporation on June 30, 2016.

**SEVENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

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**EIGHTH: SIGNATURE(S) FOR EACH CORPORATION:**

Name of Entity

Signature(s) / Typed or Printed Name and Title

Credit Resources of Florida, Inc.  
a Florida corporation

By: \_\_\_\_\_  
Philip M. Farmer, President

Credit Resources of Connecticut, Inc.  
a Connecticut corporation

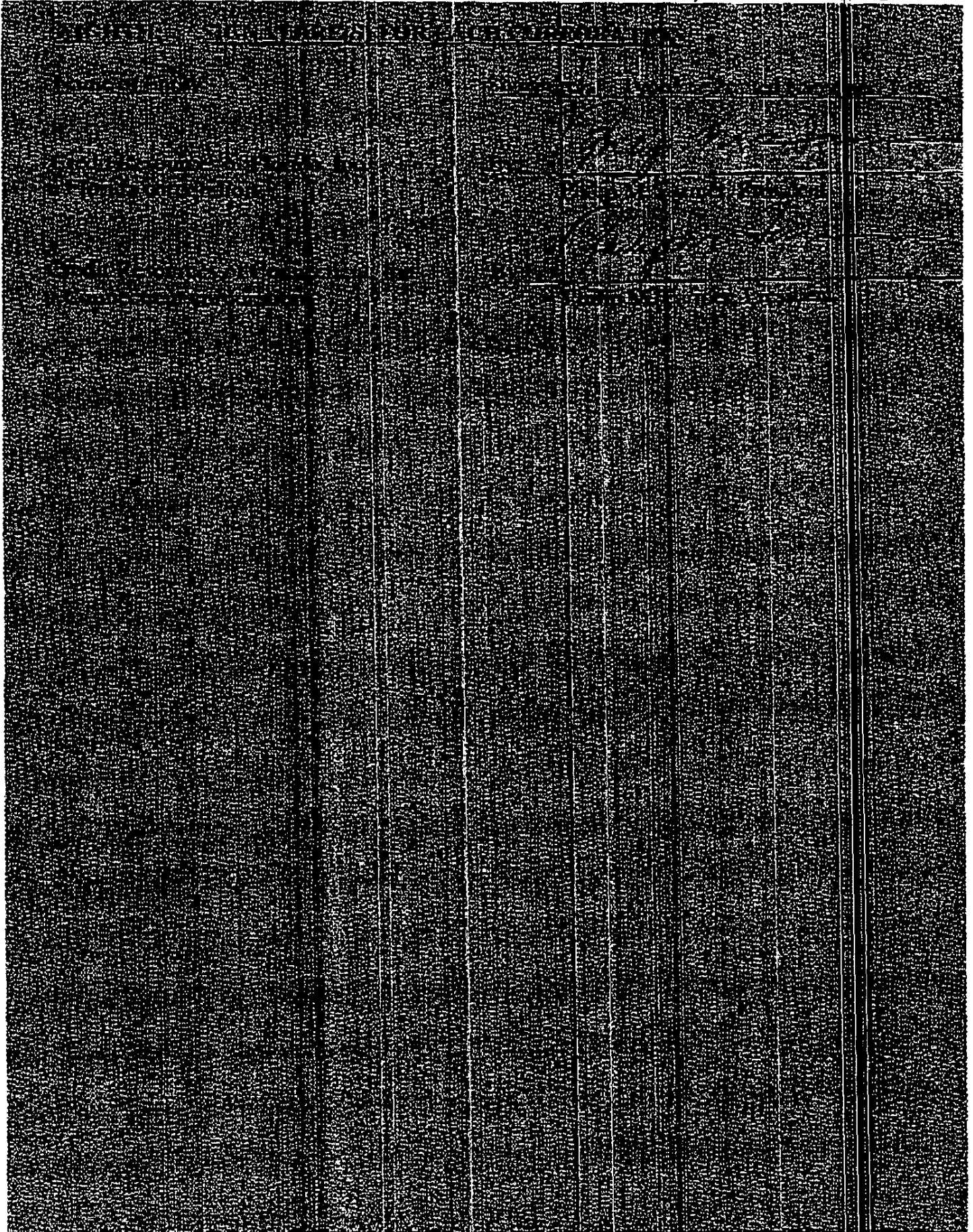
By: \_\_\_\_\_  
Philip M. Farmer, President

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**AGREEMENT AND PLAN OF MERGER****by and between****CREDIT RESOURCES OF FLORIDA, INC., a Florida corporation****and****CREDIT RESOURCES OF CONNECTICUT, INC., a Connecticut corporation**

THIS AGREEMENT AND PLAN OF MERGER is made June 30, 2016, between CREDIT RESOURCES OF FLORIDA, INC., a Florida corporation ("Surviving"), and CREDIT RESOURCES OF CONNECTICUT, INC., a Connecticut corporation ("Merging"), such corporations being sometimes referred to as "the Corporations".

**RECITALS:**

Merging was incorporated under the laws of the State of Connecticut on June 1, 1993, with authorized capital stock consisting of 5,000 shares of common stock with no par value per share ("Merging Common Stock"), of which 100 shares are issued and outstanding on the date hereof.

Surviving was incorporated under the laws of the State of Florida on June 22, 2016, with the authorized capital stock consisting of 5,000 shares of common stock with no par value ("Surviving Common Stock") none of which have yet been issued;

The Shareholders and the Boards of Directors of Merging and Surviving have determined that it is in the best interests of each of the Corporations and their respective shareholders that Merging merge with and into Surviving ("the Merger"), in accordance with the Florida Business Corporation Act ("FBCA") and the Connecticut Business Corporation Act ("CBCA"); and intend the Merger to qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

**ARTICLE I  
MERGER**

1.1 On the Effective Date (as defined in Section 1.6), Merging will be merged with and into Surviving in accordance with the FBCA and the CBCA. The name of Surviving will continue to be CREDIT RESOURCES OF FLORIDA, INC.

1.2 On the Effective Date, the separate existence of Merging will cease, Merging and Surviving will become a single corporation, and Surviving will possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, subject to all the restrictions, disabilities and duties of each of the Corporations; and all property, real, personal and mixed, and all debts due to each of the Corporations on whatever account, and all other things in action or belonging to or due to each of the Corporations, shall be vested in Surviving without further act or deed. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger had not taken place, or Surviving may be substituted in such action or proceeding in place of either of the Corporations.

1.3 From time to time after the Effective Date, the last acting officers of Merging or the corresponding officers of Surviving may, in the name of Merging, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as Surviving, or its successors or assigns, may deem necessary or desirable in order to vest in, perfect or confirm to Surviving and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4 All corporate acts, plans, policies, approvals and authorizations of Merging, its shareholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of Surviving and shall be as effective and binding on Surviving as they were with respect to Merging. The employees of Merging shall become the employees of Surviving and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of Merging.

1.5 On and after the Effective Date, (a) the Articles of Incorporation and By-laws of Surviving, as in effect on the date hereof, shall continue to be the Articles of Incorporation and By-Laws of Surviving, unless and until they are thereafter duly altered, amended or repealed as provided therein or by law, and (b) the persons serving as directors and officers of Surviving immediately prior to the Effective Date shall continue to be the directors and officers, respectively, of Surviving until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6 If this Agreement is approved and adopted by the Directors of Merging and Surviving, and this Agreement is not abandoned or terminated as permitted by Article V, Articles of Merger, to which this Agreement is attached, shall be filed with the Secretary of State of Florida in accordance with the FBCA, a Certificate of Merger shall be filed with (a) the Secretary of State of Connecticut in accordance with the CBCA and (b) the town clerk of each town in Connecticut in which Merging owns real property in accordance with Connecticut Statutes Section 47-12. The Merger shall become effective on the date on which the such filing is made with the Florida Secretary of State ("the Effective Date").

## ARTICLE II COVENANT OF THE SURVIVING CORPORATION TO COMPLY WITH CERTAIN PROVISIONS OF CONNECTICUT LAW

Surviving shall comply with the provisions of the CBCA regarding the obligations of a surviving corporation in a merger of a Connecticut corporation.

## ARTICLE III CONVERSION OF SHARES

The manner and basis of converting the shares of Connecticut Common Stock shall be as follows:

3.1 On the Effective Date, each share of Connecticut Common Stock issued and outstanding on the Effective Date shall thereupon be converted into and exchanged for one share of Florida Common Stock.

3.2 On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of Connecticut Common Stock must surrender such certificate to Surviving, and, upon such surrender, such holder shall be entitled to receive a certificate evidencing the same number of shares of Florida Common Stock as the number of shares of Connecticut Common Stock formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidenced shares of Connecticut Common Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of the shares of Florida Common Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Connecticut Common Stock in connection with the issuance of certificates evidencing shares of Florida Common Stock, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the Florida Common Stock certificate in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Surviving or its transfer agent that such tax has been paid or is not applicable. Surviving may rely upon the stock records of Merging as to the ownership of shares of Connecticut Common Stock on the Effective Date.

3.3 Merging shall not record on its books any transfer of certificates representing issued and outstanding shares of Connecticut Common Stock on or after the Effective Date.

#### **ARTICLE IV CONDITIONS**

The consummation of the Merger is subject to the condition that no governmental authority or other third party shall have instituted or threatened any action or proceeding against Merging or Surviving to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement and no action shall have been taken by any court or governmental authority rendering Merging or Surviving unable to consummate the transactions contemplated by this Agreement.

#### **ARTICLE V AMENDMENT AND WAIVER**

Prior to the Effective Date, this Agreement may be amended or modified in any manner, as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the

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Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation.

CREDIT RESOURCES OF CONNECTICUT, INC.,  
a Connecticut corporation

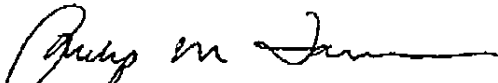
By: \_\_\_\_\_  
Philip M. Farmer, President

CREDIT RESOURCES OF FLORIDA, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Philip M. Farmer, President



CREDIT RESOURCES OF  
CONNECTICUT, INC., a Connecticut  
corporation

By:   
Philip M. Farmer, President

CREDIT RESOURCES OF FLORIDA,  
INC.,  
a Florida corporation

By:   
Philip M. Farmer, President