

P17000100809

(Requestor's Name)

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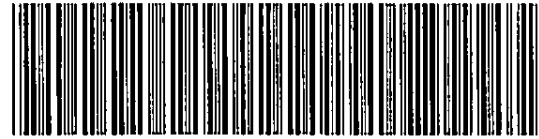
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# BRINKLEY MORGAN

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*Board Certified Tax Lawyer*

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Please reply to Fort Lauderdale

February 15, 2018

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

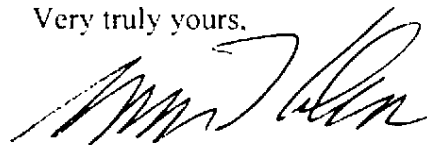
**Re: Wilson Street Realty II, Inc. (Parent)**  
**Wilson Street Realty, Inc. (Subsidiary)**  
**Articles of Merger and Agreement and Plan of Merger**

Dear Sir/Madam:

You will find enclosed the Articles of Merger with the attached Agreement and Plan of Merger (and one copy thereof for certification) whereby Wilson Street Realty, Inc. (the "Subsidiary") merged with and into Wilson Street Realty, II (the "Parent").

Also enclosed is a check for \$78.75 for the filing fee of \$70.00 and \$8.75 for a certified copy. If you have any questions, please contact me at your convenience.

Very truly yours,



WILLIAM T. COLEMAN

WTC/wtc  
cc: Steven Lempel, CPA (w/enclosure)  
Robert J. Browne (w/enclosure)

2018 FEB 15 PM 3:03

COVER LETTER

2018 FEB 23 3:15 PM

TO: Amendment Section  
Division of Corporations

SUBJECT: WILSON REALTY STREET II, INC.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

WILLIAM T. COLEMAN

Contact Person

BRINKLEY MORGAN

Firm/Company

ONE FINANCIAL PLAZA, 100 SE 3RD AVE., 23RD FLOOR

Address

FORT LAUDERDALE, FL 33394

City/State and Zip Code

william.coleman@brinkleymorgan.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

WILLIAM T. COLEMAN

Name of Contact Person

At (954) 522-2200

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

MAILING ADDRESS:

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

## **ARTICLES OF MERGER**

**(Profit Corporations)**

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

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WILSON STREET REALTY II, INC.	FLORIDA	P17000100809

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WILSON STREET REALTY, INC.	NEW JERSEY	0100871506 <u>FI5000005202</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

**OR** 03 / 01 / 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 02/15/2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 02/15/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

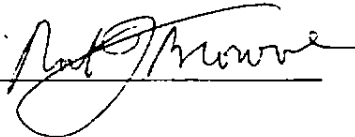
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

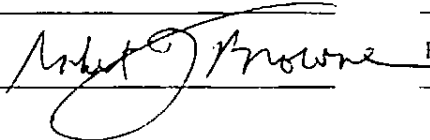
Typed or Printed Name of Individual & Title

Wilson Street Realty II, Inc.



Robert J. Browne, Sole Director, President and  
Sole Shareholder

Wilson Street Realty, Inc.



Robert J. Browne, Sole Director and President

**PLAN OF MERGER**  
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation: .

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Third:** The terms and conditions of the merger are as follows:

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation 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, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

**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:

<u>Name</u>	<u>Jurisdiction</u>
WILSON STREET REALTY II, INC.	FLORIDA

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
WILSON STREET REALTY, INC.	NEW JERSEY

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:

Each share of common stock of Wilson Street Realty, Inc. will be converted into a share of Wilson Street Realty II, Inc. common stock.

*(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:

N/A

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:

All of the shareholders of both Wilson Realty, Inc. and Wilson Street Realty II, Inc. have unanimously consented and agreed to the merger.

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER** ("Agreement"), dated as of February 15, 2018 with an Effective Date of March 1, 2018 by and between Wilson Street Realty II, Inc. ("**Parent**") and Wilson Street Realty, Inc. ("**Subsidiary**").

### RECITALS:

**WHEREAS** Parent is a corporation organized and existing under the laws of the State of Florida.

**WHEREAS** Subsidiary is a corporation organized and existing under the laws of the State of New Jersey and is a wholly-owned subsidiary of Parent.

**WHEREAS** Parent and Subsidiary and its board of directors deem it advisable and in the best interests of Parent and Subsidiary and their respective stockholders to merge Subsidiary into Parent pursuant to the provisions of the Florida Business Corporation Act ("**FBCA**") and the New Jersey Business Corporation Act ("**NJBCA**") upon the terms and conditions set forth in this Agreement, subject to the approval of the Parent's stockholders and Subsidiary's Stockholders as contemplated in Section 4.1 of this Agreement.

**WHEREAS** Subsidiary has received a Tax Clearance Certificate from the State of New Jersey, Department of Revenue, authorizing and approving the merger contemplated by this Agreement which is required under New Jersey law.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Parent shall be merged with and into Subsidiary (the "**Merger**") upon the terms and conditions set forth below.

### ARTICLE 1

#### PRINCIPAL TERMS OF THE MERGER

**SECTION 1.1 Merger.** On the Effective Date, March 1, 2018, Subsidiary shall be merged with and into Parent and the separate existence of Subsidiary shall cease. Parent shall be the surviving corporation (sometimes hereinafter referred to as the "**Surviving Corporation**") in the Merger and shall operate under the name "Wilson Street Realty II, Inc." by virtue of, and shall be governed by, the laws of Florida. The address of the registered office of the Surviving Corporation in Florida will be Wilson Street Realty II, Inc., 1301 W. Newport Center Dr., Deerfield Beach, FL 33442 and the registered agent under Florida law shall be William T. Coleman, 100 SE Third Avenue, 23<sup>rd</sup> Floor, Fort Lauderdale, FL 33394.

SECTION 1.2 Certificate of Incorporation of the Surviving Corporation. The certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of Parent as in effect on the date hereof without change unless and until amended in accordance with applicable law.

SECTION 1.3 Bylaws of the Surviving Corporation. The bylaws of the Surviving Corporation shall be the bylaws of Parent as in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

SECTION 1.4 Directors and Officers. At the Effective Date of the Merger, the directors and officers of Subsidiary shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the certificate of incorporation and bylaws of the Surviving Corporation and applicable law, until his or her successor is duly elected or appointed and qualified. The Surviving Corporation will have a board of directors and officers identical to that of the Subsidiary, with the Surviving Corporation's current board members and officers comprised of the directors and officers set forth below:

Robert J. Browne, Sole Director, President and Treasurer

## ARTICLE 2

### CONVERSION, CERTIFICATES AND PLANS

SECTION 2.1 Conversion of Shares. At the Effective Date of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) Common and Stock. Each share of Subsidiary's common stock, no par value per share (the "Subsidiary Stock"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, on a one for one basis, into and become validly issued, fully paid and non-assessable shares of the Surviving Corporation's common stock, no par value, per share, (together the "**Surviving Corporation Stock**"), and each unissued share of Subsidiary Stock held in Parent's treasury shall be canceled without any consideration being issued or paid therefor.

(b) Subsidiary Stock. Each share of Subsidiary Stock issued and outstanding immediately before the Effective Date and held by Parent shall be canceled without any consideration being issued or paid therefor.

(c) One Hundred Percent (100%) Shareholder Approval. The only shareholder of the Subsidiary is the Parent who has approved this Merger. There are no other shareholders of the Subsidiary. The only shareholder of the Parent, Robert J. Browne, approved this Merger.

(d) Waiver of Receipt of Plan of Merger. The sole shareholder of the Subsidiary which is the Parent by executing this Agreement waives any requirement that the Plan of Merger be mailed to it under Section 607.1104(2) of the **FBCA** or Section 14A:10-5.1 of the **NGBCA**.

SECTION 2.2 Stock Certificates. After the Effective Date, each certificate theretofore representing issued and outstanding shares of Subsidiary Stock will thereafter be deemed to represent the same number of shares of the Surviving Corporation Stock. The holders of outstanding certificates theretofore representing **Parent Stock** will not be required to surrender such certificate to the Surviving Corporation.

SECTION 2.3 Reorganization. For United States federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

### **ARTICLE 3**

#### **TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES**

SECTION 3.1 Effects of the Merger. At the Effective Date, the Merger shall have the effects specified in the FBCA, the NJBCA and this Agreement. Without limiting the generality of the foregoing, and subject thereto at the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; the rights, privileges, powers and franchises of Subsidiary and Parent, and all property, real, personal and mixed, of any kind or description, and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise vested in Parent and Subsidiary or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall subsequently attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

SECTION 3.2 Additional Actions. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or

confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Subsidiary acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

#### **ARTICLE 4**

##### **APPROVAL BY STOCKHOLDERS; AMENDMENT; EFFECTIVE DATE**

SECTION 4.1 Approval. This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote, or a written consent in lieu of vote, of the Subsidiary's and Parent's stockholders in accordance with the NJBCA and the FBCA and compliance with the requirements of law, including the securities laws of the United States. All of the shareholders of the Parent and all of the shareholders of the Subsidiary have unanimously voted for the Merger and this Agreement. As promptly as practicable after the later of (a) approval of this Agreement by the Parent's stockholders and the Subsidiary's stockholders in accordance with applicable law and (b) compliance with applicable securities laws, if any, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Ownership and Merger and shall cause such documents to be filed with the Secretary of State of New Jersey and the Secretary of State of Florida, respectively, in accordance with the laws of New Jersey and Florida. The effective date of the Merger ("Effective Date") shall be the date and time on and at which the Merger becomes effective under the laws of New Jersey or the date and time on and at which the Merger becomes effective under the laws of Florida, whichever occurs later. The execution and delivery hereof by the Parent and Subsidiary shall constitute the approval and adoption of, and consent to, the Merger Agreement and the transactions contemplated thereby in Parent's capacity as the sole stockholder of the Subsidiary.

SECTION 4.2 Amendments. The Board of Directors of Parent may amend this Agreement at any time before the Effective Date, provided, however, that an amendment made subsequent to the approval of the Merger by the stockholders of Parent shall not (a) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Subsidiary Stock, (b) alter or change any term of the certificate of incorporation of Parent or Subsidiary, except to cure any ambiguity, defect or inconsistency or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Subsidiary Stock.

## ARTICLE 5

### MISCELLANEOUS

SECTION 5.1 Termination. This Agreement may be terminated and the Merger abandoned at any time before the filing of this Agreement with the Secretary of State of New Jersey and the Secretary of State of Florida, whether before or after stockholder approval of this Agreement, by the consent of the Boards of Directors of Parent and Subsidiary.

SECTION 5.2 Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 5.3 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

SECTION 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

SECTION 5.5 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

SECTION 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

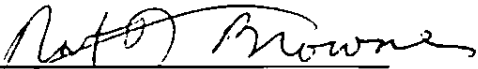
SECTION 5.7 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

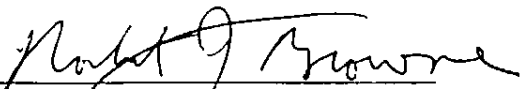
SECTION 5.8 Governing Law. This Agreement shall be construed in accordance with the applicable laws of Florida, except to the extent the laws of New Jersey shall apply to the Merger where mandated by the NJBCA.

*[Signature page follows]*

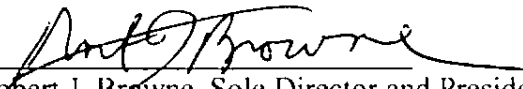
IN WITNESS WHEREOF, Parent and Subsidiary have duly executed this Agreement as of the date first written above.

Parent:  
Wilson Street Realty II, Inc.  
a Florida corporation

  
Robert J. Browne, Sole Director and President  
Signed: February 15, 2018

  
Robert J. Browne, sole shareholder of Wilson Street Realty II, Inc.  
Signed: February 15, 2018

Subsidiary:  
Wilson Street Realty, Inc.  
a New Jersey corporation

  
Robert J. Browne, Sole Director and President  
Signed: February 15, 2018