

P18000035977

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

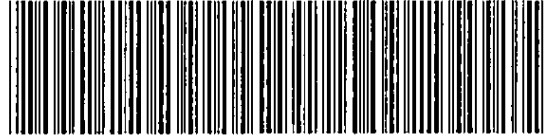
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DEC 17 2019

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2019 DEC 18 AM 8:52

602 N. 1st St.
Tulsa, OK 74101

Morgan

1978-75
1678-75

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 12/18/2019

Acc#I20160000072

en: c DW

Name:	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
Document #:	
Order #:	12487102

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
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Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 78.75

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Burlington Coat Factory Warehouse Corporation
Name of Surviving Party

Please return all correspondence concerning this matter to:

Cynthia Pacheco

Contact Person

Burlington Stores, Inc.

Firm/Company

1830 Route 130 North

Address

Burlington, NJ 08016

City, State and Zip Code

cynthia.pacheco@burlington.com

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

For further information concerning this matter, please call:

Cynthia Pacheco

at (609) 387-7800

Name of Contact Person

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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2019 DEC 18 AM 8:52

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Burlington Coat Factory Warehouse Corporation	Florida	Corporation
Scotchris, LLC	Delaware	Limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Burlington Coat Factory Warehouse Corporation	Florida	Corporation P18000035977

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2019

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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

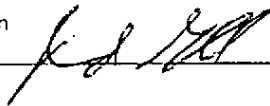
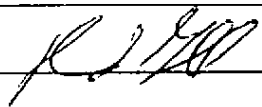
N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Burlington Coat Factory Warehouse Corporation		David Glick
Burlington Coat Factory Warehouse Corporation, Sole Member of Scottchris, LLC		David Glick

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name

Jurisdiction

Form/Entity Type

See attached

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name

Jurisdiction

Form/Entity Type

See attached

THIRD: The terms and conditions of the merger are as follows:

See attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** ("**Agreement**"), dated as of December 18, 2019, is entered into by and between Burlington Coat Factory Warehouse Corporation, a Florida corporation (the "**Acquiror**"), and Scottchris, L.L.C., a Delaware limited liability company (the "**Subsidiary**"). In this Agreement, Acquiror and Subsidiary are sometimes collectively referred to as the "**Parties**," and individually as a "**Party**."

WHEREAS, the board of directors of the Acquiror and the sole member of the Subsidiary have each approved, adopted, executed and acknowledged this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its stockholders or members, as applicable;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Subsidiary, in accordance with the Florida Business Corporation Law (the "**FBCL**") and the Delaware Limited Liability Company Act (the "**DLLCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend 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.

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:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapters 607 and 621 of the FBCL and Section 18-209 of the DLLCA, the Subsidiary shall be merged with and into the Acquiror at the Effective Date (as hereinafter defined). Following the Effective Date, the separate existence of the Subsidiary shall cease, and the Acquiror shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCL, and the DLLCA.

2. **Effective Date.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file certificates of merger (collectively, the "**Certificates of Merger**") with the Secretaries of State of each state in which each of the Acquiror and the Subsidiary is incorporated or formed, as the case may be, and such filing is required. The Merger shall become effective upon December 31, 2019 as set forth in the Certificates of Merger (the "**Effective Date**").

(b) The Merger shall have the effects set forth in the FBCL and the DLLCA. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of the Subsidiary shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Subsidiary shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. **Organizational Documents.** The by-laws of the Acquiror in effect at the Effective Date shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCL,

and the certificate of incorporation of the Acquiror in effect at the Effective Date, as amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCL.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCL.

5. Cancellation of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror, the Subsidiary, or the holders of the limited liability company membership interests of the Subsidiary:

(a) each limited liability company membership interest ("**Subsidiary LLC Interests**") of the Subsidiary, issued and outstanding immediately prior to the Effective Date that is owned by the Acquiror or a Subsidiary (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

6. Subsidiary LLC Interest Certificates. Upon surrender of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Date evidenced outstanding Subsidiary LLC Interests to Acquiror for cancellation, each such Certificate shall forthwith be canceled.

7. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent entity of Florida, as well as the enforcement of any obligation of the Surviving Corporation arising from this Merger and irrevocably appoints the Secretary of State of Florida as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Corporation at CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324.

8. Entire Agreement. This Agreement together with the Certificates of Merger constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

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

12. 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.

13. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


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

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION



By: David Glick
Title: Senior Vice President, Investor Relations and
Treasurer

SCOTTCHRIS, LLC



By: Burlington Coat Factory Warehouse

Corporation, as sole member of Scottchris, LLC

By: David Glick

Title: Senior Vice President, Investor Relations and
Treasurer