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(Business Entity Name)

(Document Number)

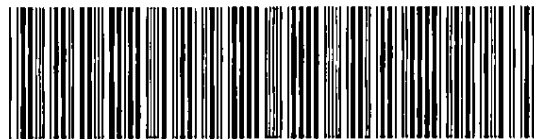
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## Certificates of Status

Special Instructions to Filing Officer:

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 14, 2018

CT CORP  
ABC I CORPORATION

SUBJECT: ABC I CORPORATION  
Ref. Number: P18000097391

12/17/18  
Corrected  
Please allow for  
original file date.  
Thank you!

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

PLEASE CORRECT THE DOCUMENT NUMBER OF THE SURVIVING CORPORATION TO READ P18000097391.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Susan Tallent  
Regulatory Specialist II

Letter Number: 218A00025694

RECEIVED  
19 DEC 17 PM 2:21  
FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 12/13/2018

Acc#I20160000072

*en: c SW*

Name:	ABC I Corporation
Document #:	
Order #:	11324936

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"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 78.75

Thank you!

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

SUBJECT: ABC I Corporation  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Robin Sheffler

Contact Person

## Venus

Firm/Company

11711 Marco Beach Drive

Address

Jacksonville, FL 32224

City/State and Zip Code

rsheffler@venus.com

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

For further information concerning this matter, please call:

Aayushi Patel

Al (312) 627.2569

Name of Contact Person

Area Code &amp; 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**

**ABC I CORPORATION**  
a New York corporation

**WITH AND INTO**

**ABC I CORPORATION**  
a Florida corporation

(Pursuant to Title XXXVI, Section 607.1105 of the  
Florida Business Corporation Act)

The undersigned corporations do hereby certify:

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

ABC I Corporation                      Florida                      P18000097391

**SECOND:** The name and jurisdiction of the merging corporation:

ABC I Corporation                      New York                      3832098      F11000005034

**THIRD:** The Agreement of Merger and Plan of Reorganization is attached. An executed copy of the Agreement of Merger and Plan of Reorganization is on file at the principal place of business of the surviving corporation located at 11711 Marco Beach Drive, Jacksonville, FL 32224.

**FOURTH:** The merger shall become effective on December 31, 2018.

**FIFTH:** Adoption of Merger by surviving corporation.

The Agreement of Merger and Plan of Reorganization was adopted by the board of directors of the surviving corporation on December 11, 2018 and shareholder approval was not required.

**SIXTH:** Adoption of Merger by merging corporation.

The Agreement of Merger and Plan of Reorganization was adopted by the board of directors of the merging corporation on December 11, 2018 and shareholder approval was not required.

**SEVENTH:** That the executed Merger Agreement is on file at the principal place of business of the surviving corporation located at ABC I Corporation, FL, 11711 Marco Beach Drive, Jacksonville, FL 32224.

[SIGNATURE PAGE FOLLOWS]

FILED  
18 DEC 17 3:11:20  
JACKSONVILLE, FL

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the  
12 day of December, 2018.

ABC I CORPORATION, a New York  
corporation

By: 

Name: Dr. Kai Heck

Its: Director

ABC I CORPORATION, a Florida  
corporation

By: 

Name: James Brewster

Its: President

**EXHIBIT A**

**Agreement of Merger and Plan of Reorganization**

*See attached*

## **AGREEMENT OF MERGER AND PLAN OF REORGANIZATION**

This Agreement of Merger and Plan of Reorganization (this "Agreement"), effective as of December 31, 2018, is by and between ABC I Corporation, a New York corporation ("ABC Corp NY") and ABC I Corporation, a Florida corporation ("ABC Corp FL").

### **RECITALS**

WHEREAS, the Board of Directors of ABC Corp NY has determined that it is in the best interest of ABC Corp NY and its shareholders for ABC Corp NY to reincorporate from a New York corporation to a Florida corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

WHEREAS, ABC Corp FL has been incorporated for the purpose of effecting the reincorporation;

WHEREAS, the Board of Directors of ABC Corp NY and the Board of Directors of ABC Corp FL each has approved and determined that, for the purpose of effecting the reincorporation of ABC Corp NY in the State of Florida, it is advisable and in the best interest of their respective shareholders upon the terms and subject to the conditions set forth herein, that ABC Corp NY shall merge with and into ABC Corp FL (the "Merger");

NOW THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties hereto agree as follows:

### **ARTICLE I**

**1.1 THE MERGER.** Upon the terms and subject to the conditions of this Agreement and in accordance with the Florida Business Corporation Act ("FBCA") and the New York Business Corporation Law ("NYBCL"), at the Effective Time (as defined in Section 1.3), ABC Corp NY shall be merged with and into ABC Corp FL and the separate corporation existence of ABC Corp NY shall cease. After the Merger, ABC Corp FL shall continue as the surviving corporation (sometimes hereafter referred to as the "Surviving Entity"). The Merger shall have the effects set forth in the applicable provisions of FBCA and NYBCL. Without limiting the generality of the foregoing, upon the Merger, all the rights, privileges, immunities, powers and franchises of ABC Corp FL and ABC Corp NY shall vest in the Surviving Entity and all obligations, duties, debts and liabilities of ABC Corp FL and ABC Corp NY shall be the obligations, duties, debts and liabilities of the Surviving Entity.

**(a) Plan of Reorganization.** For United States federal income tax purposes, it is intended by the parties hereto that the Merger qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code and that this Agreement constitutes a "plan of reorganization" within the meaning of Treasury Regulations §§ 1.368-2(g) and 1.368-3. Each party hereto shall use its commercially reasonable efforts to cause the Merger to so qualify, and will not knowingly take any actions or cause any actions to be taken which could reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Code.



**1.2 CLOSING.** The closing of the Merger (the "Closing") will take place on the date to be specified by the parties, which (subject to satisfaction or waiver of the conditions set forth in Section 5.1) shall be no later than 30 business days after satisfaction of the condition set forth in Section 5.1(a) (the "Closing Date"), unless another date is agreed to by the parties.

**1.3 EFFECTIVE TIME.** As soon as possible following the Closing Date, the parties shall execute and file (a) a Certificate of Merger (the "Certificate of Merger") with the Secretary of State of the State of New York (the "Secretary of State") as provided in Section 904 of the NYBCL and (b) an Articles of Merger (the "Articles of Merger") with the Department of State of Florida (the "Department") as provided in Section 607.1109 of the FBCA, and shall make all other filings and recordings required under the NYBCL and FBCA and other applicable laws. The Merger shall become effective (the "Effective Time") as of the date stated within the Certificate of Merger that has been duly filed with the Secretary of State and the Articles of Merger that has been duly filed with the Department.

## **ARTICLE II**

**2.1 ARTICLES OF INCORPORATION.** The Articles of Incorporation of ABC Corp FL (the "Articles") in effect at the Effective Time shall be the Articles of the Surviving Entity, until duly amended in accordance with the terms thereof and the FBCA.

**2.2 BYLAWS.** The bylaws of ABC Corp FL (the "Bylaws") in effect at the Effective Time shall be the bylaws of the Surviving Entity, until duly amended in accordance with the terms thereof and the FBCA.

## **ARTICLE III**

**3.1 DIRECTORS AND OFFICERS.** The directors and officers of ABC Corp NY at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles and Bylaws.

## **ARTICLE IV: EFFECT OF THE MERGER**

**4.1 EFFECT ON CAPITAL STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of capital stock of ABC Corp NY and ABC Corp FL:

(a) Each share of the common stock without par value of ABC Corp NY ("New York Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock without par value of ABC Corp FL ("Florida Stock") and each share of New York Stock issued and held by ABC Corp NY shall be retired.

(b) Each issued stock certificate which immediately prior to the Effective Time represented shares of New York Stock shall, from and after the Effective Time, be deemed for all purposes to evidence ownership of and represent the same number of shares of Florida Stock which the shares of New York Stock represented by such stock certificates have become as a result of the Merger, and shall be so registered on the books and records of ABC Corp FL.

(c) Each option or other right to purchase or otherwise acquire shares of New York Stock outstanding immediately prior to the Effective Time shall be converted into and become an option or right to purchase or otherwise acquire the same number of shares of Florida Stock at the same price per share and upon the same terms and subject to the same conditions as applicable to such options or other rights immediately prior to the Effective Time.

(d) Each share of Florida Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired, without payment of any consideration therefor, and shall have the status of an authorized and unissued share of Florida Stock.

#### **ARTICLE V: CONDITIONS**

**5.1 CONDITIONS TO EACH PARTY'S OBLIGATIONS TO EFFECT THE MERGER.** The respective obligations of ABC Corp FL and ABC Corp NY to effect the Merger are subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) Shareholder Approval. This Agreement shall have been duly approved by the holders of a majority of the outstanding shares of ABC Corp NY present at the meeting or by written consent.

#### **ARTICLE VI: TERMINATION**

**6.1 TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval by holders of New York Stock, by the mutual consent of the Board of Directors of ABC Corp NY and the Board of Directors of ABC Corp FL.

#### **ARTICLE VII: MISCELLANEOUS AND GENERAL**

**7.1 MODIFICATION OR AMENDMENT.** Subject to the applicable provisions of the NYBCL and the FBCA, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

**7.2 WAIVER OF CONDITIONS.** The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

**7.3 COUNTERPARTS.** This Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and both such counterparts shall together constitute the same agreement.

**7.4 HEADINGS.** The Article, Section and paragraph headings herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

**7.5 GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first above written.

ABC I CORPORATION, a New York corporation

By: 

Name: Dr. Kai Heck

Its: Director

ABC I CORPORATION, a Florida corporation

By: 

Name: James Brewster

Its: President