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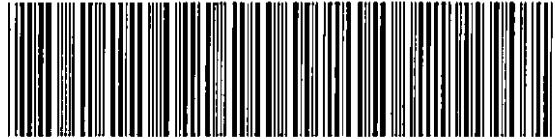
(Business Entity Name)

(Document Number)

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2019 FEB 20 AM 9:30

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PICK UP: 2/20 LAUREN

- ☐ **CERTIFIED COPY** _____
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- ☒ **FILING** MERGER

1. GALO PROPERTIES, INC.
(CORPORATE NAME AND DOCUMENT #)
2. _____
(CORPORATE NAME AND DOCUMENT #)
3. _____
(CORPORATE NAME AND DOCUMENT #)
4. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)
6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

ARTICLES OF MERGER

(Profit Corporations)

FILED

2019 FEB 20 AM 9:30

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)
GALO PROPERTIES, INC.	Florida	P19000007872

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
GALO PROPERTIES, INC.	New York	DOS ID #: 718977

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 ____/____/____ (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 2/20/2019.

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 2/20/2019.

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

GALO PROPERTIES, INC.

Felix Gelo

Felix Galo, President

GALO PROPERTIES, INC.

Felix Gola

Felix Galo, President

**AGREEMENT AND PLAN OF MERGER
OF
GALO PROPERTIES, INC.**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of February 19, 2019, is made by and between GALO PROPERTIES, INC., A NEW YORK CORPORATION (the "Corporation"), and GALO PROPERTIES, INC., A FLORIDA CORPORATION ("Galo Properties, Inc." or "Surviving Corporation"). in accordance with Section 907 of the New York Business Corporation Act ("NYBCA") and Section 607.1101 of the Florida Business Corporation Act ("FBCA");

WHEREAS, the Board of Directors of the Corporation (the "Corporation Board") has unanimously approved and adopted this Agreement and the transactions contemplated hereby, and the Corporation Board has determined that this Agreement and the transaction contemplated hereby are advisable and fair to, and in the best interests of, the Corporation and its Shareholders; and

WHEREAS, the Board of Directors of Galo Properties, Inc. (the "Galo Board") has unanimously approved and adopted this Agreement and the transactions contemplated hereby, and the Galo Board has determined that this Agreement and the transaction contemplated hereby such transactions are advisable and fair to, and in the best interests of, the Surviving Corporation and its Shareholders.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Merger.** On the terms and subject to the conditions set forth in this Agreement, and in accordance with the NYBCA and FBCA, on the Effective Date (as defined herein), the Corporation will be merged with and into Galo Properties, Inc. (the "Merger"), with Galo Properties, Inc. being the surviving corporation in the Merger, and the separate corporate existence of the Corporation shall cease.
2. **Consummation of the Merger.** The parties shall cause the Merger to be consummated by filing this Agreement with the Secretary of State of the State of New York and the Secretary of State of the State of Florida in accordance with the relevant provisions of the NYBCA and FBCA (the time of the last of such filing is referred to herein as the "Effective Date").
3. **Effect of the Merger.** On the Effective Date, the effect of the Merger shall be as provided under the NYBCA and FBCA. Without limiting the generality of the foregoing, on the Effective Date:
 - (a) all property, rights and privileges of the Corporation and Galo Properties, Inc. shall vest in the Surviving Corporation and all debts, liabilities and duties of the Corporation and Galo Properties, Inc. shall become the debts, liabilities and duties of the Surviving Corporation;
 - (b) the Certificate of Incorporation and Bylaws of Galo Properties, Inc., as in effect immediately prior to the Effective Date, shall remain the Certificate of Incorporation

and Bylaws of the Surviving Corporation, unless and until amended in accordance with their terms and as provided by law; and

(c) those officers and directors of Galo Properties, Inc. on the Effective Date shall be the directors and officers of the Surviving Corporation, each to hold a directorship or office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until their respective successors are duly elected and qualified.

4. **Termination of Corporation Shares.** On the Effective Date, by virtue of the Merger and without any action on the part of the parties hereto (i) each issued and outstanding share of the Corporation shall be cancelled and (ii) the issued and outstanding shares of the Surviving Corporation shall not be converted in any manner, but each said share which is issued as of the Effective Date shall continue to represent one issued share of the Surviving Corporation.
5. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
6. **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 or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
7. **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.
8. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
9. **Termination.** This Agreement may be terminated and the Merger abandoned by the mutual consent of the Corporation and Surviving Entity at any time prior to the Effective Date.

10. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SURVIVING CORPORATION

GALO PROPERTIES, INC., a
Florida corporation

By: _____

Name: Felix Galo

Title: President and Treasurer

By: _____

Name: Edna Galo

Title: Vice President and Secretary

CORPORATION

GALO PROPERTIES, INC., a
New York corporation

By: _____

Name: Felix Galo

Title: President and Treasurer

By: _____

Name: Edna Galo

Title: Vice President and Secretary