

P19000032732

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

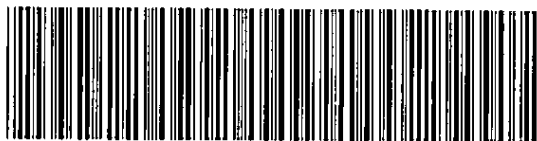
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2019 APR 23 PM 1:01

NOT RECORDED

19 APR 23 PM 1:57

RECEIVED  
FALL ARIZONA  
TALLAHASSEE

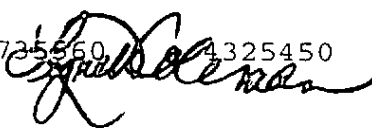
RECEIVED

C. GOLDEN

APR 30 2019

06

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 735560-005 4325450  
AUTHORIZATION :   
COST LIMIT : \$ 70.00

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ORDER DATE : April 22, 2019  
ORDER TIME : 12:19 PM  
ORDER NO. : 735560-005  
CUSTOMER NO: 4325450  
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ARTICLES OF MERGER

A.C.D., INC.

INTO

A.C.D. PRODUCTS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Lydia Cohen

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 24, 2019

CORPORATION SERVICE COMPANY

**RESUBMIT**

Please give original  
submission date as file date.

SUBJECT: A.C.D. PRODUCTS, INC.  
Ref. Number: P19000032732

We have received your document for A.C.D. PRODUCTS, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

You have referred to the Florida corporation as the New York corporation and the New York corporation as the Florida corporation in the Articles of Merger in the signature blocks.

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.

Claretha Golden  
Regulatory Specialist II

Letter Number: 119A00008247

RECEIVED  
DIVISION OF STATE  
19 APR 29 PM 9:41

**ARTICLES OF MERGER  
OF  
A.C.D., INC.  
INTO  
A.C.D. PRODUCTS, INC.**

**FILED**

2019 APR 23 PM 1:02

SECRETARY OF STATE  
TALLAHASSEE, FL

**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 is A.C.D. Products, Inc., a Florida corporation (the "Surviving Corporation").

**SECOND:** The name and jurisdiction of the merging corporation is A.C.D., Inc., a New York corporation (the "Merging Corporation").

**THIRD:** The plan of merger is attached.

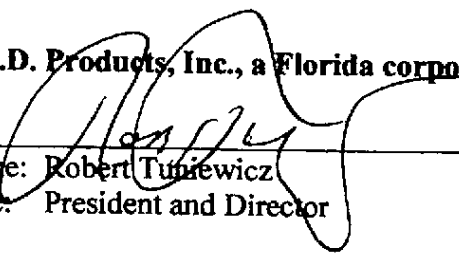
**FOURTH:** The effective date of the merger shall be the date on which this Articles of Merger has been filed with the Secretary of State of the State of Florida and a Certificate of Merger has been filed with the Secretary of State of the State of Florida.

**FIFTH:** The Plan of Merger was adopted by the shareholders of the Surviving Corporation on April 22, 2019

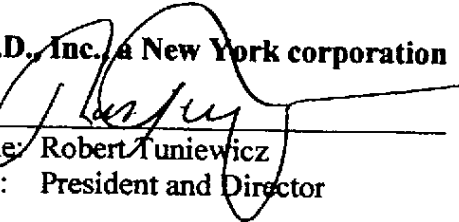
**SIXTH:** The Plan of Merger was adopted by the shareholders of the Merging Corporation on April 22, 2019.

**SEVENTH: SIGNATURES FOR EACH CORPORATION**

**A.C.D. Products, Inc., a Florida corporation**

By:   
Name: Robert Tuniewicz  
Title: President and Director

**A.C.D., Inc., a New York corporation**

By:   
Name: Robert Tuniewicz  
Title: President and Director

## AGREEMENT OF MERGER

AGREEMENT OF MERGER (this "Agreement") dated as of April 22, 2019 (the "Execution Date") by and between A.C.D., Inc., a New York corporation (the "Merging Corporation"), and A.C.D. Products, Inc., a Florida corporation (the "Surviving Corporation" and together with the Merging Corporation, the "Constituent Corporations").

### WITNESSETH:

WHEREAS, each of the Constituent Corporations is owned one hundred percent (100%) by Robert Tuniewicz (the "Shareholder"); and

WHEREAS, the Board of Directors of the Merging Corporation has determined that it is advisable and in the best interests of the corporation and its Shareholders to, among other things, relocate the Merging Corporation to Florida where its Shareholder is currently located; and

WHEREAS, the Board of Directors of the Merging Corporation has caused the Surviving Corporation to be incorporated in Florida for the sole purpose of effectuating such relocation, and have approved the transaction provided for herein in which the Merging Corporation will merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions of this Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code") and that this Agreement shall constitute a "plan of reorganization" for purposes of Section 354 and 361 of the Code.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

### THE MERGER

**The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2 below), the Merging Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of Merging Corporation shall thereupon cease. The Surviving Corporation (i) shall be the successor or surviving corporation in the Merger, (ii) shall continue to be governed by the laws of the State of Florida, and (iii) the separate corporate existence of the Surviving Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in Section 607.1101 of the Florida Business Corporation Act (the "FBCA") and Section 906 of the New York Business Corporation Law (the "NYBCL").

**Effective Date.** Following the approval of the Merger by the respective shareholders of the Merging Corporation and the Surviving Corporation, the Merging Corporation and the Surviving Corporation will cause (a) an executed original of a Certificate of Merger to be filed with the Secretary of State of the State of New York (the "New York Certificate of Merger") pursuant to Section 904 of the NYBCL, and (b) an executed original of an Articles of Merger to be filed with the Secretary of State of Florida (the "Florida Articles of Merger") in accordance with Section 607.1105 of the FBCA. The Merger shall become effective on the date on which (i) the New York Certificate of Merger has been duly filed with the Secretary of State of the State of New York and (ii) the Florida Articles of Merger has been duly filed with the Secretary of State of Florida, and such time is hereinafter referred to as the "Effective Date."

**Certificate of Incorporation; By-Laws; and Directors of the Surviving Corporation.** The Certificate of Incorporation of the Surviving Corporation shall be at and as of the Effective Date the Certificate of Incorporation of the Surviving Corporation immediately prior to the Effective Date. The By-laws of the Surviving Corporation shall be at and as of the Effective Date the By-laws of the Surviving Corporation immediately prior to the Effective Date. The directors of the Surviving Corporation immediately prior to the Effective Date shall be the directors of the Surviving Corporation at and as of the Effective Date, each to hold office from the Effective Date until their respective successors are duly elected and qualified.

**Section 1.4. Tax Matters.**

(a) The Surviving Corporation and the Merging Corporation agree that, for all federal, state and local income tax purposes, each of the Constituent Corporations shall report the transaction provided for herein as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Code and shall comply with all record keeping and filing requirements set forth in Treasury Regulation Section 1.368-3.

(b) The Surviving Corporation shall be treated for all tax purposes as identical to the Merging Corporation, and the Merger shall be treated as a mere change in place of organization of the Merging Corporation.


(c) Following the Merger, the Surviving Corporation will continue the historic business of the Merging Corporation or use a significant portion of the Merging Corporation's business assets in a business, in each case, within the meaning of Section 1.368-1(d) of the Treasury Regulations. Furthermore, the Merging Corporation will not take (or fail to take) any action which would cause the Merger to fail the continuity of business enterprise requirement of Section 1.368-1(d) of the Treasury Regulations.

**EFFECT ON SHARES**

**The Merging Corporation Shares.** At the Effective Date of the Merger, each share of the common stock, no par value per share, of the Merging Corporation (the "Merging Corporation's Shares") issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger, automatically and without any action on the part of the holder thereof, be cancelled without any conversion thereof. The Merging Corporation's authorized capital stock consists solely of two hundred (200) shares of common stock, no par value per share, of which two hundred (200) shares are issued and outstanding and all of which are entitled to vote.

**The Surviving Corporation Shares.** Each share of the common stock, no par value per share, of the Surviving Corporation (the "Surviving Corporation's Shares") issued and outstanding immediately prior to the Effective Date of the Merger shall, at the Effective Date, continue to be issued and outstanding, be unchanged and remain as one fully paid and non-assessable share of common stock, no par value per share, of the Surviving Corporation. The Surviving Corporation's authorized capital stock consists solely of two hundred (200) shares of common stock, no par value per share, of which two hundred (200) shares are issued and outstanding and all of which are entitled to vote.

**Surrender and Cancellation of Merging Corporation's Shares.** Schedule 2.3 sets forth (i) a list of each holder of record of the Merging Corporation's Shares immediately prior to the Effective Date, and (ii) the number of the Merging Corporation's Shares owned by each holder of record of the Merging Corporation's Shares immediately prior to the Effective Date. Promptly following the Effective Date, each holder of record of the Merging Corporation's Shares at the Effective Date shall surrender the certificate(s) representing such shares to the Surviving Corporation. At the Effective Time, the certificates representing the Merging Corporation's Shares shall be cancelled.



**MISCELLANEOUS**

**Abandonment and Termination.** Notwithstanding favorable action on the Merger by the shareholders of each of the Constituent Corporations, at any time prior to the filing of the Florida Articles of Merger and the New York Certificate of Merger, this Agreement may be abandoned/terminated by the board of directors of any of the Constituent Corporations.

**Amendment.** At any time prior to the Effective Time, this Agreement may be amended, supplemented or modified by the board of directors of each of the Constituent Corporations to the extent permitted under, and in accordance with, the NYBCL and the FBCA.

**Captions.** The Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

**Parties In Interest.** This Agreement and the rights and obligations of the parties hereunder may not be assigned without the written consent of all parties.

**Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

**Counterparts.** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior oral and written agreements and understandings between the parties with respect to such subject matter.

**Third Party Beneficiaries.** Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto and their respective successors and assigns as permitted under Section 3.4 hereof.



IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by its duly authorized officer on the day and year first above written.

**A.C.D., Inc., a New York corporation**

By: 

Name: Robert Tuniewicz

Title: President and Director

**A.C.D. Products, Inc., a Florida corporation**

By: 

Name: Robert Tuniewicz

Title: President and Director