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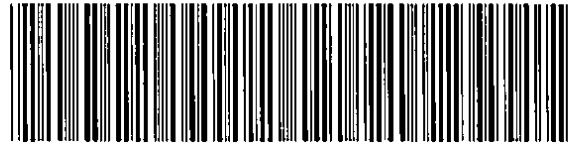
(Business Entity Name)

(Document Number)

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2019 MAY 31 AM 9:12

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CLERK OF COURT
TALLAHASSEE, FLORIDA

C. GOLDEN

JUN - 3 2019

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

ACCOUNT NO. : I20000000195

REFERENCE : 787080 7391412

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : May 31, 2019

ORDER TIME : 12:40 PM

ORDER NO. : 787080-005

CUSTOMER NO: 7391412

ARTICLES OF MERGER

HS MANUFACTURING GROUP LLC

INTO

HS MANUFACTURING GROUP CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Lydia Cohen

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
MERGING
HS MANUFACTURING GROUP LLC
(a New York limited liability company)
INTO
HS MANUFACTURING GROUP CORP.
(a Florida corporation)

FILED
 2019 MAY 31 AM 9:12

The following Articles of Merger is submitted to merge the following Florida Corporation in accordance with s. 607.1109, Florida Statutes:

FIRST: The name, jurisdiction of formation or organization and type of entity of each of the surviving corporation:

<u>Name of Entity/Organization</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
HS MANUFACTURING GROUP CORP.	Florida	Corporation

SECOND: The name, jurisdiction of formation or organization and type of entity of the merging entity is:

<u>Name of Entity/Organization</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
HS MANUFACTURING GROUP LLC	New York	Limited Liability Company

THIRD: The attached Agreement and Plan of Merger (the "Plan of Merger") was approved by the domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The merger shall be effective as of the time of filing the Articles of Merger.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on May 28, 2019, and shareholder approval was not required,

SIXTH: The Plan of Merger was adopted by the members of the merging company on May 28, 2019.

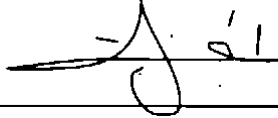
[signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Articles of Merger to be duly executed this 28th day of May, 2019.

HS MANUFACTURING GROUP CORP.

(a Florida corporation)

By: _____

A handwritten signature in black ink, appearing to be 'S. Mikail', written over a horizontal line.

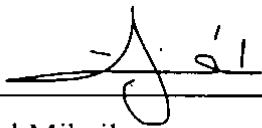
Name: Samuel Mikail

Title: President

HS MANUFACTURING GROUP LLC

(a New York limited liability company)

By: _____

A handwritten signature in black ink, appearing to be 'S. Mikail', written over a horizontal line.

Name: Samuel Mikail

Title: Manager/ Authorized Person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 28th day of May, 2019, by and between HS Manufacturing Group Corp., a Florida corporation (the "**Surviving Corporation**"), and HS Manufacturing Group LLC, a New York limited liability company (hereinafter sometimes referred to as the "**Merging Entity**"). The Merging Entity and the Surviving Corporation are hereinafter sometimes collectively referred to as the "**Constituent Entities**."

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly formed and existing under the laws of the State of Florida;

WHEREAS, the Merging Entity is a limited liability company duly formed and existing under the laws of the State of New York;

WHEREAS, the members of the Merging Entity and the board of directors of the Surviving Corporation have authorized and approved this Agreement and the merger of the Merging Entity with and into the Surviving Corporation (the "**Merger**") upon the terms and subject to the conditions set forth in this Agreement in the manner required by applicable law.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

ARTICLE I **MERGER**

1.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and pursuant to and in accordance with the relevant provisions of the Florida Business Corporation Act (the "**Act**") and the New York Limited Liability Company Law (the "**NY Law**"), the Merging Entity shall be merged with and into the Surviving Corporation. Following the Merger, the separate limited liability company existence of the Merging Entity under the laws of the State of New York shall cease, and Surviving Corporation shall continue its existence as a Florida corporation under the Act.

1.2 **Effective Time.** A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Department of State of the State of New York in accordance with the provisions of the NY Law. The Merger shall be effective immediately upon the filing of the Certificate of Merger (the date and time the Merger being referenced to herein as the "**Effective Date**" and the "**Effective Time**," respectively). Immediately following the Effective Date, Articles of Merger with respect to the Merger shall be executed, delivered and

filed with the Secretary of State of the State of Florida in accordance with the provisions of the Act.

1.3 **Effects of the Merger.** At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent Entities, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities 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 Constituent Entities; and the title to any real estate, vested by deed or otherwise, under the laws of the State of New York or otherwise, in either of the Constituent Entities, shall not revert or in any way be impaired by reason of the Merger; provided that all debts, liabilities and duties of the Constituent Entities, and all rights of creditors and all liens upon any property of either of the Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 **Articles of Incorporation and Bylaws of Surviving Corporation.** From and after the Effective Time, the Articles of Incorporation of the Surviving Corporation (the "**Articles**"), and the bylaws of the Surviving Corporation in effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

1.5 **Directors and Officers of Surviving Corporation.** The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles and bylaws of the Surviving Corporation, or as otherwise provided by law.

ARTICLE II

MANNER OF CONVERTING SECURITIES

2.1 **Cancellation of Interests of Merging Entity.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, all membership interests of the Merging Entity shall automatically and by operation of law be cancelled, and all certificates evidencing ownership of such equity interests of the Merging Entity, if any, shall be surrendered and canceled and thereafter shall be void and of no effect,

2.2 **Capital Stock of Surviving Corporation.** From and after the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, all capital stock of the Surviving Corporation authorized, issued and outstanding immediately prior to the Effective Time shall constitute the authorized, issued and outstanding capital stock of the Surviving Corporation, and such capital stock shall not be changed, altered or modified in any respect by reason of the Merger, subject always to the right of the Surviving Corporation to so

change, alter or modify its capital structure in accordance with the applicable laws of the State of Florida and the Articles.

ARTICLE III **MISCELLANEOUS**

3.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

3.2 **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

3.3 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

3.4 **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

3.5 **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

3.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document. Electronic signatures shall be treated in all respects as having the same effect as original signatures.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Constituent Entities have executed this Agreement effective as of the date first above written.

MERGING ENTITY:

HS MANUFACTURING GROUP LLC

(a New York limited liability company)

By:  _____

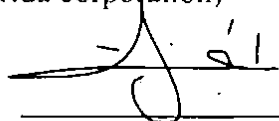
Name: Samuel Mikail

Title: Manager/ Authorized Person

SURVIVING CORPORATION:

HS MANUFACTURING GROUP CORP.

(a Florida corporation)

By:  _____

Name: Samuel Mikail

Title: President