

P190000 73969

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

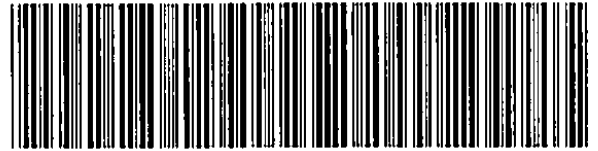
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

27th

Office Use Only

4437/bk3



800341977338✓

05/13/20--01022--000 **70.00

2020 APR 27 P 1:07

FILED

4/29/20
DC

Morgan



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 31, 2020

SCOTT J. LEITTEN
BLOCK & COLUCCI, P.A.
4425 MILITARY TRAIL, SUITE 200
JUPITER, FL 33458

SUBJECT: PG SUPPLY, INC.
Ref. Number: P19000093969

We have received your document and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

As a condition of a merger, pursuant to s.607.1622(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

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: 720A00007048

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **PG SUPPLY, INC.**

Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Scott J. Leitten

Contact Person

Block & Colucci, PA

Firm/Company

4425 Military Trail, Suite 200

Address

Jupiter, FL 33458

City/State and Zip Code

cnanda@pgsupply.com

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

For further information concerning this matter, please call:

Scott J. Leitten

Name of Contact Person

At **(561) 747-0110**

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

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** entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>PG SUPPLY, INC.</u>	<u>Florida</u>	<u>Corporation</u>	<u>P19000093969</u>

SECOND: The name and jurisdiction of each **merging** eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>PG SUPPLY, INC.</u>	<u>Connecticut</u>	<u>Corporation</u>	<u>02822702</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S. by the organic law governing the other parties to the merger.

FILED

2020 APR 27 PM 1:07

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

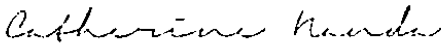
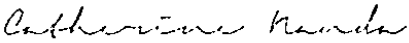
SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed 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:

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual
PG SUPPLY, INC.		Catherine A. Nanda, Pres
PG SUPPLY, INC.		Catherine A. Nanda, Pres

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 an authorized person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is adopted as of the 12 day of March, 2020 by and between PG SUPPLY, INC., a Connecticut corporation ("Merging Corporation") and PG SUPPLY, INC., a Florida corporation ("Surviving Corporation").

ARTICLE 1. PLAN OF MERGER

Section 1.01 Plan Adopted. A plan of merger of Merging Corporation and Surviving Corporation pursuant to Section 607.1101 of the Florida Statutes, is adopted as follows:

(a) The name of the Merging Corporation is PG SUPPLY, INC., a Connecticut corporation. The Merging Corporation shall be merged with and into Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be PG SUPPLY, INC.

(c) Upon the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of Merging Corporation; all debts due to Merging Corporation, on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and every other interest of Merging Corporation shall be as effectively the property of the Surviving Corporation; the title to any real estate vested by deed or otherwise in Merging Corporation shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of Merging Corporation shall be preserved unimpaired; and all debts, liabilities and duties of Merging Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

(d) The Surviving Corporation will carry on business with the assets of Merging Corporation, as well as with the assets of Surviving Corporation.

(e) The shareholders of Merging Corporation will surrender all of their shares to the Secretary of the Surviving Corporation promptly after the Effective Date.

(f) The shareholders of Surviving Corporation will retain their shares as shares of the Surviving Corporation.

(g) The Articles of Incorporation of Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Section 1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the date when the Certificate or Articles of Merger are filed with the Secretary of State.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Section 2.01 Merging Corporation. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Connecticut, with corporate power and authority to own property and carry on its business as it is now being conducted. Merging Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) Merging Corporation has authorized 10,000 shares of common stock without par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) All required federal, state, and local tax returns of Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Merging Corporation has not been delinquent in the payment of any tax or assessment.

Section 2.02 Surviving Corporation. As a material inducement to Merging Corporation to execute this Agreement and perform its obligations under this Agreement, Surviving Corporation represents and warrants to Merging Corporation as follows:

(a) Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located.

(b) Surviving Corporation has authorized 10,000 shares of common stock without par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

Section 2.03 Securities Law. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE III. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Section 3.01 Interim Conduct of Business; Limitations. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Surviving Corporation, pending consummation of the merger, Merging Corporation shall not enter into any transaction other than those involved in carrying on its ordinary course of business.

Section 3.02 Submission to Shareholders. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Connecticut and the State of Florida for approval.

ARTICLE IV. DIRECTORS AND OFFICERS

Section 4.01 Directors and Officers of Survivor.

(a) The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified as provided in the bylaws of the Surviving Corporation.

(b) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Surviving Corporation shall remain as officers of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified as provided in the bylaws of the Surviving Corporation.

ARTICLE V. BYLAWS

Section 5.01 Bylaws of Survivor. The bylaws of Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE VI. TERMINATION

Section 6.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations by mutual consent of the Board of Directors of the constituent corporations.

Section 6.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE VII. MISCELLANEOUS

Section 7.01 Further Assurances. Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Section 7.02 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and properly given (a) upon hand delivery thereof, (b) upon telefax and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each party at such address as on record.

Section 7.03 Successors and Assigns. This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof shall inure to the benefit of the Members, their respective heirs, legal representatives, successors and assigns.

Section 7.04 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Section 7.05 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties, pursuant to the approval and authority given by resolutions adopted by their respective Boards of Directors and/or shareholders, have caused this Agreement to be executed as of the date first above written.

Merging Corporation:

PG SUPPLY, INC., a Connecticut corporation

By: 

Catherine A. Nanda, President

(Seal)

Surviving Corporation:

PG SUPPLY, INC., a Florida corporation

By: 

Catherine A. Nanda, President

(Seal)