

P20000023807

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

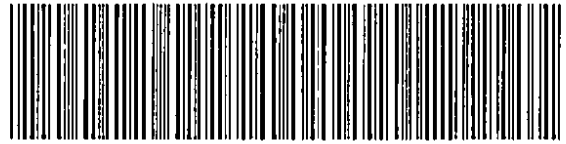
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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230 JUL -9 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W. S. W. KEE

JUL 1 - 2000

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

ACCOUNT NO. : I20000000195

REFERENCE : 265675 5156901

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : April 20, 2020

ORDER TIME : 12:37 PM

ORDER NO. : 265675-015

CUSTOMER NO: 5156901

ARTICLES OF MERGER

THE DEPIETRO GROUP, INC.

INTO

THE DEPIETRO GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

COVER LETTER

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

SUBJECT: The DePietro Group, Inc.

The enclosed Articles of Merger and fee are submitted for filing.
Please return all correspondence concerning this matter to following:

James DePietro
3301 S. Ocean Blvd. Unit 605
Highland Beach, FL 33487
Email: depietro.jim@gmail.com

For further information concerning this matter, please call:
Agatha Rysinski at (646)755-3172.

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 of the Florida Business Corporation Act.

FIRST: Surviving Corporation. The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The DePietro Group, Inc.	Florida	P20000023807

SECOND: Merging Corporation. The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity ID</u>
The DePietro Group, Inc.	New Jersey	0101045869

THIRD: The Plan of Merger is attached.

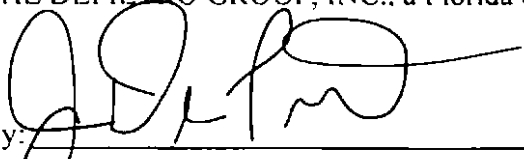
FOURTH: Effective Date. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Merger by Surviving Corporation. The Plan of Merger was adopted by the shareholders of the surviving corporation on April 9, 2020.

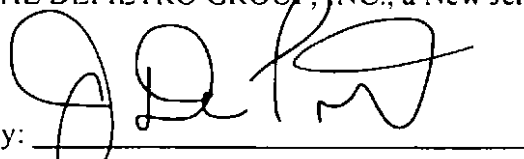
SIXTH: Adoption of Merger by Merging Corporation. The Plan of Merger was adopted by the shareholders of the merging corporation on April 9, 2020.

SEVENTH: Signatures.

THE DEPIETRO GROUP, INC., a Florida corporation

By: 
Name: James DePietro
Title: President

THE DEPIETRO GROUP, INC., a New Jersey corporation

By: 
Name: James DePietro
Title: President

2020 JUL -9 AM 8:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

PLAN OF MERGER

This Plan of Merger (the “**Agreement**”) is dated as of April 9, 2020 by and between The DePietro Group, Inc., a Florida corporation (“**Acquiror**”), and The DePietro Group, Inc., a New Jersey corporation (the “**Company**” and, collectively with the Acquiror, the “**Parties**”).

RECITALS

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the “**FBCA**”) and the New Jersey Business Corporation Act (the “**NJBCA**”), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the “**Merger**”).

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

1.1 As used in this Agreement, the following terms have the following meanings:

“**Acquiror**” has the meaning set forth in the Preamble.

“**Agreement**” has the meaning set forth in the Preamble.

“**Certificates**” has the meaning set forth in Section 3.4.

“**Company**” has the meaning set forth in the Preamble.

“**Company Common Shares**” has the meaning set forth in Section 3.1(a).

“**Effective Time**” means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 2.4, which shall be at the time and on the date that articles of merger are accepted by the Florida Department of State.

“**FBCA**” has the meaning set forth in the Recitals.

“**Merger**” has the meaning set forth in the Recitals.

“**Parties**” has the meaning set forth in the Preamble.

“**Surviving Corporation**” has the meaning set forth in Section 2.1.

“**Surviving Corporation Common Shares**” has the meaning set forth in Section 3.1(a).

1.2 Any other terms defined herein have the meaning so given them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and the NJBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the “**Surviving Corporation**”). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties.

ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company’s common shares, without par value (“**Company Common Shares**”) into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 0. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company’s shareholders:

(a) Each Company Common Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable common share, without par value, of the Surviving Corporation (“**Surviving Corporation Common Shares**”);

(b) Each Company Common Share that is owned by the Acquiror or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Dissenting Shareholders. There are no dissenting shareholders of either the Acquiror or the Company.

3.4 Share Certificates. Upon surrender by the shareholders of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Corporation Common Shares representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 0 after taking into account all Company Common Shares then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Corporation Common Shares pursuant to Section 0, and until such surrender or exchange, no such Surviving Corporation Common Shares shall be delivered to the holder of such outstanding Certificate in respect thereof.

ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.5 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, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.6 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Plan of Merger as of the date first written above.

THE DEPIETRO GROUP, INC., a New Jersey corporation

By 

Name: James DePietro

Title: President

THE DEPIETRO GROUP, INC., a Florida corporation

By 

Name: James DePietro

Title: President