

Document Number Only

P9300003882

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

FILED STATE
SECRETARY OF CORPORATIONS
98 JUL 14 PM 1:00

10000258851--1
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*****70.00 *****70.00

Body Mechanics, Inc.
into:

Triarco Industries, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Fict. Filing

☐ Photo Copies

☐ Call if Problem

☐ Will Wait

☒ Merger

☐ Mark

☐ Other

☐ Change of B.A.

☐ UCC-1

☐ CUS

☐ After 4:30

☒ Pick Up

Name
Availability

Document
Examiner

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Verifier

Acknowledgment

W.P. Verifier

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Thanks, Melanie ☺

JUL 14 1998

098A-00037558

merger

sf 7/14/98

CR2E031 (1-89)

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

BODY MECHANICS, INC., a FL corp., P93000038827

INTO

TRIARCO INDUSTRIES, INC., a New Jersey corporation not qualified in Florida.

File date: July 14, 1998

Corporate Specialist: Susan Payne

**ARTICLES OF MERGER
OF
BODY MECHANICS, INC.
INTO
TRIARCO INDUSTRIES, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JUL 14 PM 1:01

Pursuant to the provisions of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger:

1. The Plan and Agreement of Merger (the "Plan") is attached hereto as Exhibit A.

2. The Plan was adopted by the shareholders of Body Mechanics, Inc. on July 10, 1998 and by the shareholders of Triarco Industries, Inc. on July 13, 1998.

IN WITNESS WHEREOF, the undersigned have executed these articles of merger on July 14, 1998

TRIARCO INDUSTRIES, INC.

By: _____

Rodger R. Rohde, Jr.
President

BODY MECHANICS, INC.

By: _____

Rodger R. Rohde, Jr.
President

EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
OF
TRIARCO INDUSTRIES, INC.
a New Jersey corporation
AND
BODY MECHANICS, INC.
a Florida Corporation**

THIS PLAN AND AGREEMENT OF MERGER, dated as of July 14, 1998 (this "Agreement"), is between Triarco Industries, Inc., a New Jersey corporation ("Triarco"), and Body Mechanics, Inc., a Florida corporation ("BMI").

WHEREAS, Triarco is a corporation duly organized and existing under the laws of the State of New Jersey and has an authorized capital of 51,000,000 shares consisting of (a) 49,998,750 shares of Class A Common Stock, Voting, no par value (the "Triarco Class A Common Stock"), (b) 1,250 shares of Class B Common Stock, Non-Voting, no par value (the "Triarco Class B Common Stock") and (c) 1,000,000 shares of Preferred Stock, par value \$1.00 per share, and BMI is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 1,000 shares of Common Stock, no par value (the "BMI Common Stock");

WHEREAS, the respective Boards of Directors of Triarco and BMI have determined that the merger of BMI with and into Triarco is desirable in order to be organized and existing under the laws of the State of New Jersey and to otherwise facilitate such corporations' business;

WHEREAS, the respective Boards of Directors of Triarco and BMI (a) have determined that it is advisable and to the advantage of such corporations that BMI merge with and into Triarco upon the terms and conditions herein provided, (b) have approved and adopted this Agreement, and (c) have directed that this Agreement be submitted to a vote of their respective shareholders;

NOW, THEREFORE, it is agreed as follows:

**SECTION I
MERGER**

1.1 *Merger.* In accordance with the provisions of this Agreement, the New Jersey Business Corporation Act (the "NJBCA") and the Florida Business Corporation Act (the "FBCA"), BMI shall be merged (the "Merger") with and into Triarco, and Triarco shall be the surviving corporation (the "Surviving Corporation").

1.2 *Filing and Effectiveness.* The Merger shall become effective on the date and at such time (the "Effective Time") as all necessary documents have been filed with both the Secretary of State of New Jersey and the Secretary of State of Florida pursuant to the

NJBCA and the FBCA, respectively, or at such later time as is specified in a Certificate of Merger, *provided* that the following actions shall have been completed at or prior to such time:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each constituent corporation in accordance with the requirements of the NJBCA and the FBCA; and

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof.

1.3 *Certificate of Incorporation.* The Certificate of Incorporation of Triarco as in effect at the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.4 *Bylaws.* The Bylaws of Triarco as in effect at the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation.

1.5 *Directors.* The Directors of the Surviving Corporation at the Effective Time shall be the Directors of Triarco immediately prior to the Merger.

1.6 *Officers.* The officers of the Surviving Corporation at the Effective Time shall be the officers of Triarco immediately prior to the Merger.

1.7 *Effect of Merger.*

(a) At the Effective Time, the separate corporate existences of Triarco and BMI shall be merged into and continued in the Surviving Corporation, and the Surviving Corporation shall be deemed to be the same corporation as Triarco and BMI. All rights, franchises and interests of Triarco and BMI in and to any type of property and chose in action shall be transferred to and vested in the Surviving Corporation by virtue of the Merger without any deed or other transfer. The Surviving Corporation, without the intervention of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Triarco and BMI immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving Corporation shall be liable for all debts, liabilities and obligations of Triarco and BMI. All debts, liabilities and obligations of Triarco and BMI shall be those of the Surviving Corporation as if the Surviving Corporation had itself incurred such debts, liabilities and obligations and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on the property of either Triarco or BMI shall be preserved unimpaired by the Merger.

SECTION II
MANNER OF CONVERSION OF STOCK

2.1 *Conversion.* As of the Effective Time, by virtue of the Merger and without any action by the holder or the Surviving Corporation:

(a) Each share of BMI Common Stock issued and outstanding at the Effective Time shall be converted into 0.27 fully paid and non-assessable shares of Class A Common Stock of the Surviving Corporation.

(b) Each share of Triarco Class A Common Stock and Triarco Class B Common Stock issued and outstanding at the Effective Time (other than any treasury shares of Triarco), shall be converted into one fully paid and non-assessable share of Class A Common Stock and Class B Common Stock, respectively, of the Surviving Corporation.

2.2 *Exchange of Certificates Not Required.* Upon consummation of the Merger, each outstanding certificate representing shares of Triarco Class A Common Stock and Triarco Class B Common Stock shall be deemed for all purposes including voting, dividends or other rights, to represent the same number of whole shares of Class A Common Stock and Class B Common Stock, respectively, of the Surviving Corporation. Shareholders of BMI may, but will not be required to, exchange their old certificates for new certificates of the Surviving Corporation.

SECTION III
GENERAL

3.1 *Covenants.* If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or in any other things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of BMI acquired or to be acquired by reason of, or as a result of, the Merger, BMI and Triarco agree that BMI and Triarco and their proper officers and directors will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement.

3.2 *Amendment or Waiver.* To the extent and as permitted by applicable law, the parties hereto by mutual consent of their respective Boards of Directors may amend, modify or supplement this Agreement, or waive any provision thereof, in such manner as may be agreed upon by the parties in writing at any time before or after approval of this Agreement (as from time to time amended) by the shareholders of BMI or Triarco or both.

3.3 *Abandonment.* At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either BMI or Triarco or both notwithstanding approval of this Agreement by the shareholders of BMI or Triarco or both.

3.4 *Registered Office.* The registered office of the Surviving Corporation in the State of New Jersey is located at 400 Hamburg Turnpike, Wayne, New Jersey 07470, and Rodger R. Rohde, Jr. is the registered agent of the Surviving Corporation at such address.

3.5 *Agreement.* Executed copies of this Agreement will be on file at the office of the Surviving Corporation at 400 Hamburg Turnpike, Wayne, New Jersey 07470, and copies thereof will be furnished to any shareholder of each constituent corporation, upon request and without cost.

3.6 *Governing Law.* THIS AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

3.7 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which together shall constitute one agreement.


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

TRIARCO INDUSTRIES, INC.

By: 

Rodger R. Rohde, Jr.
President

Attest:



Angelo R. Appierto
Secretary

BODY MECHANICS, INC.

By: 

Rodger R. Rohde, Jr.
President

Attest:


Angelo R. Appierto
Secretary