

P96000032770

(Requestor's Name)

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(City/State/Zip/Phone #)

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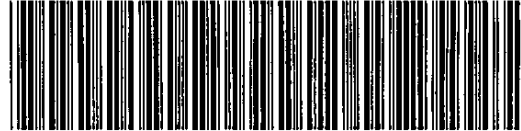
(Business Entity Name)

(Document Number)

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FILED  
13 AUG 12 PM 4:27  
SECRETARY OF STATE  
HARRISBURG, PA 17104

Merger

8/16/13

DC

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT: Bloomfield Financial Group**

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

**Randolf Katz**

Contact Person

**Baker & Hostetler LLP**

Firm/Company

**600 Anton Boulevard, Suite 900**

Address

**Costa Mesa, California 92626**

City/State and Zip Code

**rkatz@bakerlaw.com**

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

For further information concerning this matter, please call:

**Randolf Katz**

Name of Contact Person

At ( **714** ) **966-8807**

Area Code & Daytime Telephone Number

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

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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

**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, Florida Statutes.

FILED  
13 MAY 12 PM 12:27  
SECRETARY  
OF THE STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Bloomfield Financial Group</u>	<u>California</u>	<u>C1364268 (California Entity No.)</u>

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>AIS Financial, Inc.</u>	<u>Florida</u>	<u>P96000032770 (Florida Doc No.)</u>

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 05/10/2013 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 05/10/2013 and shareholder approval was not required.

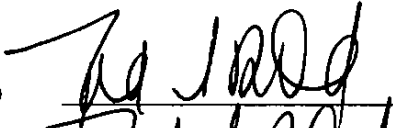
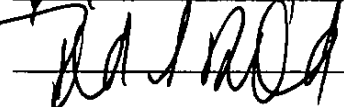
**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 05/10/2013 and shareholder approval was not required.

*(Attach additional sheets if necessary)*

Seventh: **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Bloomfield Financial Group		Ronald Bloomfield, President and Secretary
AIS Financial, Inc.		Ronald Bloomfield, President and Secretary

**AGREEMENT AND**  
**PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in accordance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

*[SEE ATTACHED]*

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Plan") is made and entered into as of 05/13/2013, between **Bloomfield Financial Group Inc.**, a California corporation (the "Surviving Corporation") and **AIS Financial, Inc.**, a Florida corporation (the "Merging Corporation").

### **RECITALS**

A. The Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of California.

B. The Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida.

C. Ronald Bloomfield is the sole director and shareholder of the Merging Corporation and the Surviving Corporation, both corporations are in the same line of business and there would be cost synergies if the corporations merged.

D. The respective boards of directors and shareholders of the Surviving Corporation and the Merging Corporation deem it advisable, for the benefit of each the Surviving Corporation and the Merging Corporation, that the Merging Corporation be merged with and into the Surviving Corporation, pursuant to the provisions of the California General Corporation Law ("CGCL"), the Florida Business Corporations Act (the "FBCA") and this Plan.

NOW, THEREFORE, the parties hereby agree that the Merging Corporation shall merge with and into the Surviving Corporation according to the terms set forth below:

1. **Incorporation of Recitals.** The recitals above are hereby incorporated into and shall become part of this Plan.

2. **Approvals.** The respective boards of directors and shareholders of the Constituent Corporations have by resolution duly approved this Plan, as required by Sections 1200 and 1201 of the CGCL and as required by Section 607.1103 of the FBCA.

3. **Merger of Merging Corporation With and Into the Surviving Corporation.**

(a) **Plan to Acquire the Merging Corporation.** Subject to the terms of this Plan, the Merging Corporation shall be merged into the Surviving Corporation (the "Merger").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of this Agreement and the Certificate of Approval of Agreement of Merger with the California Secretary of State and the Articles of Merger with the Florida Department of State (the "Effective Time").

(c) **Surviving Corporation.** As of the Effective Time, the Merging Corporation will cease to exist and the separate businesses of the Merging Corporation and the Surviving Corporation will continue on a combined basis through the Surviving Corporation.

(d) **Effect of the Merger.** The Merger shall have the effects set forth in Section 1107 of the CGCL and 607.1106 of the FBCA. All of the property (personal and real property), rights, privileges, powers and franchises of the Merging Corporation shall vest in the Surviving Corporation and all debts, liabilities and duties of the Merging Corporation shall become debts, liabilities and duties of the

Surviving Corporation and shall continue unaffected and unimpaired by the Merger. All of the Merging Corporation's assets and liabilities are hereby set forth on the attached Schedule "A", and such assets are greater than such liabilities.

4. **The Constituent Corporations.**

(a) **Incorporation.**

(i) **The Surviving Corporation.** The Surviving Corporation was incorporated under the laws of the State of California on February 3, 1986.

(ii) **The Merging Corporation.** The Merging Corporation was incorporated under the laws of the State of Florida on April 15, 1996.

(b) **Stock**

(i) **The Surviving Corporation.** The Surviving Corporation is authorized to issue an aggregate of [10,000] shares of common stock ("Surviving Corporation Stock"). As of the record date for purposes of voting on the Merger, [10,000] shares of the Surviving Corporation Stock were outstanding. Richard Bloomfield owns one hundred percent (100%) of the outstanding shares of the Surviving Corporation Stock. At the Effective Time of the Merger, the outstanding shares of the Surviving Corporation Stock shall remain outstanding and are not affected by the Merger.

(ii) **The Merging Corporation.** The Merging Corporation is authorized to issue an aggregate of [7,500] shares of common stock (the "Merging Corporation Stock"). As of the record date for purposes of voting on the Merger, [7,500] shares of the Merging Corporation Stock were outstanding. Richard Bloomfield owns one hundred percent (100%) of the outstanding shares of the Merging Corporation Stock. At the Effective Time of the Merger, the outstanding shares of the Merging Corporation Stock shall be cancelled without consideration and no shares of the Surviving Corporation shall be issued in exchange therefor.

(c) **Articles of Incorporation and Bylaws**

(i) **The Merging Corporation.** From and after the Effective Time, the Articles of Incorporation and Bylaws of the Merging Corporation, as in effect at the Effective Time, shall be deemed repealed and thereafter be of no further force or effect.

(ii) **The Surviving Corporation.** From and after the Effective Time, the Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect at the Effective Time, shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed, as therein provided or as provided by law.

5. **Directors and Officers of the Surviving Corporation.** The directors and officers of the Surviving Corporation shall, upon the Effective Time of the Merger, continue to be the members of the board of directors and the officers of the Surviving Corporation, all of whom shall hold their positions until the election or appointment of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

6. **General Authorization.** Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this Merger.

7. **Counterparts.** This Plan may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of executed counterparts of this Agreement electronically (by email or telecopy) shall be effective as an original.



**IN WITNESS WHEREOF**, the foregoing Agreement and Plan of Merger is hereby executed as of the day and year first written above.

**SURVIVING CORPORATION:**

**BLOOMFIELD FINANCIAL GROUP INC.**, a California corporation

By: \_\_\_\_\_  
Ronald Bloomfield,  
its President and Secretary

**MERGING CORPORATION:**

**AIS FINANCIAL, INC.**, a Florida corporation

By: \_\_\_\_\_  
Ronald Bloomfield,  
its President and Secretary

## Officer's Certificate

### Certificate of Approval of Agreement of Merger

Ronald Bloomfield certifies that:

1. He is the president and secretary of AIS Financial, Inc., a Florida corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached hereby were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is [7,500].

I further declare under penalty of perjury under the laws of the State of Florida that the matters set forth in this certificate are true and correct of my own knowledge.

Date: 05/15/2013

By: 

Ronald Bloomfield,  
President and Secretary of AIS Financial, Inc., a Florida corporation