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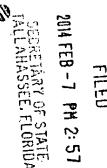
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RICHARD B. COMITER MICHAEL S. SINGER ALAN H. BASEMAN KEITH B. BRAUN

OFFICE ADMINISTRATOR: MERYL S. FRID

FINANCIAL CENTER AT THE GARDENS 3801 PGA BOULEVARD, SUITE 604 PALM BEACH GARDENS, FL 33410

> TELEPHONE 561.626.2101 TOLL FREE 800.226.1484 FACSIMILE 561.626.4742 www.comitersinger.com

LISA Z. HAUSER ANDREW R. COMITER D. GRAHAM HILL

> OF COUNSEL: BARRY A. NELSON

February 6, 2014

Via Federal Express

Florida Secretary of State Division of Corporations Clifton Building 2661 Executive Center Circle Tallahassee, FL 32301

Re: Frankie Antenna Consulting, Inc., a New York corporation, Merger into Telcom Engineering Group, Inc., a Florida corporation

Dear Sirs/Madame:

Enclosed please find the Articles of Merger and attached Agreement and Plan of Merger on behalf of Telcom Engineering Group, Inc., a Florida corporation, to be filed with the State of Florida, along with a check in the amount of \$70.00 to cover the filing fee for same.

Please return the original documents to my attention in the enclosed self-addressed, stamped envelope. Thank you for your prompt attention to this matter. If you have any questions regarding these enclosures, please do not hesitate to call me or my assistant, Anne Sprague.

Very truly yours,

Andrew R. Comiter, Esq.

Encs.

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COVER LETTER

TO:	Amendment Section Division of Corporations					
SUBI	ECT: Telcom Engineerin	ıa Gr	auo	. Inc.		
оов.	SUBJECT: I elcom Engineering Group, Inc. Name of Surviving Corporation					
The er	nclosed Articles of Merger and fee are submitted	l for fi	ling.			
Please	e return all correspondence concerning this matte	er to fo	ollow	ing:		
	Debra Marshall					
	Contact Person					
	Telcom Engineering Group, Inc.					
	Firm/Company					
	6 Horizon Road, Suite 1803					
-	Address					
	Fort Lee, NJ 07024					
	City/State and Zip Code					
	sunsetswithsue@aol.com					
Е	-mail address: (to be used for future annual report notifica	ation)				
For fu	orther information concerning this matter, please	call:				
	Debra Marshall	At (201)	969-8812	
-	Name of Contact Person	(Area Coo	de & Daytime Telephone Number	
	Certified copy (optional) \$8.75 (Please send an add	litional	сору	of your	document if a certified copy is reques	ted)
	STREET ADDRESS:				ADDRESS:	
	Amendment Section Amendment Section					
	Division of Corporations Clifton Building Division of Corporations P.O. Box 6327					
	Clifton Building 2661 Executive Center Circle				Florida 32314	
	Tallahassee, Florida 32301		1 a 1 1 a	massee,	I lottua 32317	

(Profit Corporations)

FILED

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 <u>surviving</u> corporation:

First : The name and jurisdiction of the \underline{s}	6		
Name	Jurisdiction	Document Number (If known/ applicable)	
Telcom Engineering Group, Inc.	Florida		
Second: The name and jurisdiction of ea	ch merging corporation:		
<u>Name</u>	<u>Jurisdiction</u>	Document Number (If known/ applicable)	
Frankie Antenna Consulting, Inc.	New York	070517000537	
			
Third : The Plan of Merger is attached.			
Fourth : The merger shall become effect Department of State.	ive on the date the Articles of	f Merger are filed with the Florida	
	cific date. NOTE: An effective dat ys after merger file date.)	e cannot be prior to the date of filing or more	
Fifth: Adoption of Merger by <u>survivin</u> The Plan of Merger was adopted by the s			
The Plan of Merger was adopted by the land sharehol	ooard of directors of the survi der approval was not required		
Sixth: Adoption of Merger by merging The Plan of Merger was adopted by the			
The Plan of Merger was adopted by the land sharehol	ooard of directors of the merg der approval was not required	• • •	

Seventh: <u>SIGNATURES FOR EACH CORPORATION</u>

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Telcom Engineering		<i>f</i>
Group, Inc.	Joseph Card	Joseph Roscitt, President
Frankie Antenna		
Consulting, Inc.	K.	Francisco Pena, President

AGREEMENT and PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of this 2 day of January, 2014, by and between Frankie Antenna Consulting, Inc., a New York corporation ("Merged Corporation"), and Telcom Engineering Group, Inc., a Florida corporation (the "Surviving Corporation").

RECITALS

- A. The Directors of each of Merged Corporation and Surviving Corporation deem it advisable and in the best interests of such corporations to effect the merger of Merged Corporation into the Surviving Corporation (the "Merger").
- B. The holders of all of the shares outstanding of common stock of Merged Corporation (1 share) and Surviving Corporation entitled to vote (50 shares) have approved the Merger. Holders of non-voting shares of common stock of Surviving Corporation have not voted.

AGREEMENT

In consideration of the terms hereof, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, (a) on the Effective Date (as defined in Section 1.3 hereof), Merged Corporation shall be merged with and into the Surviving Corporation, the separate existence of Merged Corporation shall cease and (b) from and after the Effective Date, the Merger shall have all the effects of a merger provided

by the law of the States of New York and Florida and any other applicable law.

1.2 Director and Shareholder Action.

- (a) Merged Corporation hereby represents that its Directors and its sole shareholder have approved the Merger, this Agreement, and all of the transactions contemplated herein, and such consent has been unanimously obtained;
- (b) The Surviving Company hereby represents that its Directors and its sole shareholder with voting privileges has unanimously approved the Merger, this Agreement, and all of the transactions contemplated herein, and such consent has been unanimously obtained.

1.3 Effective Date and Time of the Merger.

Simultaneously herewith, subject to the terms and conditions hereof, the parties hereto shall cause a certificate of merger (the "Certificate of Merger") complying with the applicable provisions of the New York Business Corporation Law (the "New York Law"), substantially in the form attached hereto as Exhibit A to be filed. In addition, the parties hereto shall cause Articles of Merger ("Articles") complying with the applicable provisions of the Florida Corporate laws (the "Florida Laws") to be filed with the Florida Department of State. The Merger shall become effective as of the later of (i) 11:59 p.m. on January 31, 2014, (the "Effective Date"), or (ii) the date the Certificate of Merger is accepted for filing by the New York Department of State. If the New York Department of State requires any changes

in the Certificate of Merger or officers' certificates as a condition to filing the Certificate of Merger, the Surviving Corporation, the Merged Corporation and their shareholders will execute necessary revisions incorporating such changes, provided they are not inconsistent with or do not result in any substantial change in the terms of this Agreement.

- 1.4 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation Surviving Corporation, which has been filed with the State of Florida, shall remain the Certificate of Incorporation of the Surviving Corporation. Thereafter, the Certificate Incorporation may be amended in accordance with its terms and as provided by law.
- 1.5 Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation shall remain the Bylaws of the Surviving Corporation. Such Bylaws thereafter may be amended or repealed in accordance with their terms, the Certificate of Incorporation of the Surviving Corporation and as provided by law.
- of common stock of the Merged Corporation shall be presented for surrender to Surviving Corporation and such shareholder shall receive in exchange therefore, that number of shares in the Surviving Corporation, divided equally between voting shares and non-voting shares of common stock, equal to the ratio that such shareholder's proportionate share of the sum of (i) the total

fair market value of all shares of common stock outstanding in the Merged Corporation on January 1, 2014, and (ii) the total fair market value of all shares of common stock outstanding in the Surviving Corporation on January 1, 2014, bears to the aggregate sum of (x) the total fair market value of all shares of common stock outstanding in the Merged Corporation on January 1, 2014, and (y) the total fair market value of all shares of common stock outstanding in the Surviving Corporation on January 1, 2014. It has been determined that the sole shareholder of the Merged Corporation shall, based on such formula, receive fifty (50) shares of voting common stock and fifty (50) shares of nonvoting common stock in exchange for the sole share of Common Stock in Merged Corporation outstanding.

- 1.7 <u>Assistance in Consummation of the Merger</u>. Each of the Surviving Corporation and the Merged Corporation and their respective shareholders shall provide reasonable assistance to, and shall cooperate with, each other to bring about the consummation of the Merger as soon as possible in accordance with the terms and conditions of this Agreement.
- 1.8 Books of Account. As of the Effective Date, Merged Corporation will close its financial books of account.
- 1.9 <u>Definitions</u>. For all purposes of this Agreement, the term "Operative Documents" shall mean any other document, supplement, instrument, agreement, letter, amendment or assignment related hereto or executed in connection herewith, or

in any letter, representation, officer's certificate or other certificate delivered at or in connection with the Closing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE MERGED CORPORATION

To induce the Surviving Corporation to enter into and perform this Agreement and the other Operative Documents (as hereinafter defined), Merged Corporation represents and warrants to the Surviving Corporation:

- 2.1 Organization, Good Standing, Etc. It is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted. It has full corporate power and authority to enter into this Agreement and the other Operative Documents to which it is a party and to carry out the transactions contemplated hereby and thereby. This Agreement has been and each of such other Operative Documents on the Closing will be duly executed and delivered by it, and this Agreement is, and each of the other Operative Documents to which it is a party, will be, at the Closing, a legal, valid and binding obligation of such company enforceable in accordance with its terms.
- 2.2 No Approvals or Notices Required; No Conflicts With Instruments. The execution, delivery and performance of this Agreement and the other Operative Documents by each such company and the consummation of the transactions contemplated hereby and

thereby will not (a) constitute a material violation (with or without the giving of notice or lapse of time, or both) of any provision of law or any judgment, decree, order, regulation or rule of any court or other governmental authority applicable to the company or any shareholder of the Companies, (b) result in a material default (with or without the giving of notice or lapse of time, or both) under, any agreement, lease, note or other restriction, encumbrance, obligation or liability to which such company is a party or by which it is bound or to which any of its assets are subject, (c) result in the creation of any lien or encumbrance upon the assets of such company, (d) conflict with or result in a breach of or constitute a default under any provision of the charter documents or Bylaws of such company, or (e) invalidate or adversely affect any permit, license, authorization or status used or useful in the conduct of the business of such company.

2.3 Corporate Documents. Merged Corporation has furnished to the Surviving Corporation or its representatives for their examination true and complete originals of (a) the Certificate of Incorporation and Bylaws of such company, including all amendments thereto, (b) the minute books of such company and (c) the stock transfer books of such company.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SURVIVING CORPORATION

To induce Merged Corporation to enter into this Agreement and the other Operative Documents, the Surviving Corporation represents and warrants to Merged Corporation as follows:

- Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted. This Agreement has been and each of such other Operative Documents on the Closing will be duly executed and delivered by the Surviving Corporation, and this Agreement is, and each of the other Operative Documents to which the Surviving Corporation is a party will be, on the Closing, a legal, valid and binding obligation of the Surviving Corporation enforceable in accordance with its terms.
- 3.2 No Approvals or Notices Required; No Conflicts With Instruments. The execution, delivery and performance of this Agreement and the other Operative Documents by the Surviving Corporation and the consummation of the transactions contemplated hereby and thereby will not (a) constitute a violation (with or without the giving of notice or lapse of time, or both) of any provision of law or any judgment, decree, order, regulation or rule of any court or other governmental authority applicable to the Surviving Corporation, (b) result in a default (with or

without the giving of notice or lapse of time, or both) under, acceleration or termination of, or the creation in any party of the right to accelerate, terminate, modify or cancel any agreement, lease, note or other restriction, encumbrance, obligation or liability to which the Surviving Corporation is a party or by which it is bound or to which any of its assets are subject, (c) result in the creation of any lien or encumbrance upon the assets of the Surviving Corporation, (d) conflict with or result in a breach of or constitute a default under any provision of the charter documents or Bylaws of the Surviving Corporation, or (e) invalidate or adversely affect any permit, license, authorization or status used or useful in the conduct of the business of the Surviving Corporation.

3.3 Corporate Documents, Books and Records. Surviving Corporation has furnished to Merged Corporation or its representatives for their examination true and complete originals of (a) the Certificate of Incorporation and Bylaws of the Surviving Corporation, including all amendments thereto, (b) the minute books of the Surviving Corporation and (c) the stock transfer books of the Surviving Corporation.

ARTICLE IV

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE SURVIVING CORPORATION

The obligations of the Surviving Corporation to perform and observe the covenants, agreements and conditions hereof to be performed and observed by it at or before the Effective Date

shall be subject to the satisfaction of the following conditions, which may be expressly waived in writing by the Surviving Corporation:

- 4.1 Accuracy of Representations and Warranties. The representations and warranties of Merged Corporation contained herein and in the other Operative Documents shall have been true in all material respects when made and shall be true in all material respects on and as of the Effective Date with the same force and effect as though made on and as of such date, except as affected by transactions contemplated hereby and except to the extent that such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true as of the Effective Date.
- 4.2 Performance of Agreement. Merged Corporation shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Agreement or any other Operative Document to be performed and complied with by them at or prior to the Effective Date.
- 4.3 Legal Proceedings. No order of any court or administrative agency shall be in effect which enjoins, restrains, conditions or prohibits consummation of this Agreement or any other Operative Document, and no litigation, investigation or administrative proceeding shall be pending or threatened which would enjoin, restrain, condition or prevent the transactions contemplated hereby.

ARTICLE V

THE CLOSING

- 5.1 The Closing. Simultaneously after the execution of this Agreement (the "Closing") each of the parties shall take all such action and deliver all such documents, instruments, certificates and other items as may be required under this Agreement or the other Operative Documents or otherwise, in order to perform or fulfill all covenants, conditions and agreements on its part to be performed or fulfilled at or prior to the Effective Date and to cause all conditions precedent to the other parties' obligations under this Agreement and the other Operative Documents to be satisfied in full.
- 5.2 <u>Further Acts</u>. After the Closing, the parties hereto will take any further actions necessary or desirable to carry out the purposes of this Agreement or any other Operative Document and/or to vest in the Surviving Corporation full title to all properties, assets and rights of the Company.
- 5.3 <u>Further Assurances</u>. The parties and their successors and assigns shall execute and deliver all necessary documents that may reasonably be required to implement the terms of this Agreement.

ARTICLE VI

GENERAL

6.1 Expenses. The Surviving Corporation and the Merged Corporation shall pay their respective fees and expenses incident or ancillary to the negotiation, preparation and carrying out of

this Agreement and the other Operative Documents (including legal and accounting fees and expenses) at or prior to Closing.

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- 6.2 Amendment. The Surviving Corporation and Merged Corporation may amend, modify or supplement this Agreement at any time, but only in writing duly executed on behalf of each of the parties.
- 6.3 <u>Survival</u>. All representations and warranties made by the Surviving Corporation, and Merged Corporation shall survive the Effective Date.
- 6.4 Parties in Interest. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto, whether herein so expressed or not, but neither this Agreement nor any of the rights, interests or obligations hereunder of any party hereto shall be assigned without the prior written consent of the other parties. This Agreement is not intended, nor shall it be construed, to confer any enforceable rights on any person not a party hereto.
- 6.5 Confidentiality. Except as contemplated by this Agreement or necessary to carry out the transactions herein set forth, all information or documents furnished hereunder by any party shall be kept confidential by the party or parties to whom furnished at all times prior to the Closing Date, and in the event such transactions are not consummated, each shall return to the other all documents furnished hereunder and copies thereof

and shall continue to keep confidential all information furnished hereunder, except to the extent required by an order of any court or administrative agency or by any statute, rule, regulation or order of any governmental authority or regulatory agency.

- 6.6 <u>Publicity</u>. None of the parties hereto shall make or issue, or cause to be made or issued, any announcement or written statement concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other parties.
- 6.7 Attorneys' Fees. If any suit, arbitration or other proceeding is instituted by any party pertaining to this agreement or the performance hereunder, the prevailing party, in addition to any other relief as might be awarded, shall be entitled to its costs, expenses and reasonable attorneys' fees.
- 6.8 Entire Understanding. The terms set forth in this Agreement (including Exhibits) and the other Operative Documents are intended by the parties as a final, complete and exclusive expression of the terms of their agreement and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.
- 6.9 <u>Waivers</u>. Any terms, covenants, representations, warranties or agreements of any party hereto may be waived at any time by an instrument in writing executed by the party for whose benefit such terms exist. The failure of any party at any time or times to require performance of any provisions hereof shall in

no manner affect its right at a later time to enforce the same. No waiver by any party of any condition or of any breach of any terms, covenants, representations, warranties or agreements contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or any breach of any other terms, covenants, representations, warranties or agreements.

- 6.10 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.11 <u>Headings</u>. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed parts thereof.
- 6.12 No Liabilities. Except as otherwise required by applicable law, the Surviving Corporation shall not be held liable for acts, actions, obligations or liabilities of the Companies.
- 6.13 Applicable Law. This Agreement, including all matters of construction, validity and performance, shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

Frankie Antenna Consulting, Inc. a New York corporation

y: **//**

Francisco Pena, President

Telcom Engineering Group, Inc.

a Florida corporation

By:

Joseph Roscitt, President