

Division of Corporations

P18000098746

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000340464 3)))



H200003404643ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : HOLLAND & KNIGHT LLP
Account Number : 120000000112
Phone : (305)789-7758
Fax Number : (305)789-7799

Rwhite
10/2/20

*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: _____

MERGER OR SHARE EXCHANGE
OF HOLDING CO.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$183.75

Electronic Filing Menu

Corporate Filing Menu

Help

(((H20000340464 3)))

ARTICLES OF MERGER
OF
QFC HOLDING CO., P18000098753
QFS HOLDING CO., P180000098706
HF SOLUTIONS HOLDING CO., P18000099548
AND
ARM GROUP HOLDING CO. P18000099542
 (each a Florida corporation)
INTO
QF HOLDING CO. P18000098746
 (a Florida corporation)

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to s. 607.1105, Florida Statutes:

FIRST: The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>
QF Holding Co.	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
QFC Holding Co.	Florida
QFS Holding Co.	Florida
HF Solutions Holding Co.	Florida
ARM Group Holding Co.	Florida

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

FOURTH: The surviving entity exists before the merger and is a domestic filing entity.

FIFTH: The attached plan of merger, marked hereto as Exhibit A, was approved by the written consent of the shareholder and board of directors of each party and each separate voting group as required.

SIXTH: Participation of the domestic corporations was duly authorized in accordance with each of such eligible entity's organic law.

SEVENTH: These Articles of Merger shall become effective on the date of filing with the Florida Secretary of State.

(((H20000340464 3)))

((H20000340464 3))

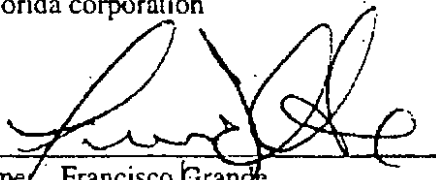
Signed on this 30th day of September, 2020.

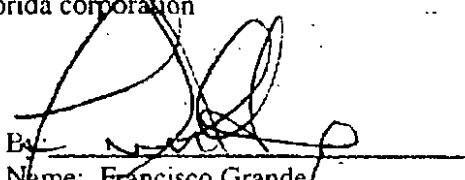
MERGING ENTITIES:

SURVIVING ENTITY:

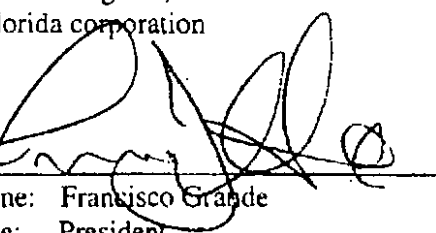
QFC Holding Co.,
a Florida corporation

QF Holding Co.,
a Florida corporation

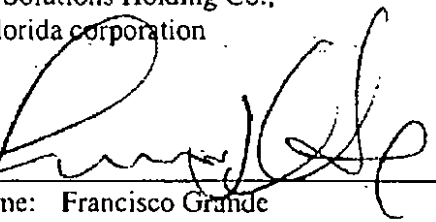
By: 
Name: Francisco Grande
Title: President

By: 
Name: Francisco Grande
Title: President

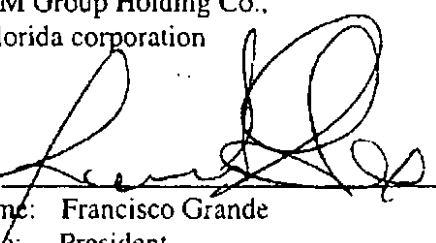
QFS Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President

HF Solutions Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President

ARM Group Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President

(((H20000340464 3)))

EXHIBIT A

**PLAN OF MERGER
OF
QFC HOLDING CO.
QFS HOLDING CO.
HF SOLUTIONS HOLDING CO.
ARM GROUP HOLDING CO.
(each a Florida corporation)
INTO
QF HOLDING CO.
(a Florida corporation)**

THIS PLAN OF MERGER (the "Agreement") is entered into as of the 30th day of September, 2020 by and between **QFC HOLDING CO.**, a Florida corporation, **QFS HOLDING CO.**, a Florida corporation, **HF SOLUTIONS HOLDING CO.**, a Florida corporation and **ARM GROUP HOLDING CO.**, a Florida corporation (each a "Merging Entity" collectively, the "Merging Entities"), and **QF HOLDING CO.**, a Florida corporation (the "Surviving Entity").

RECITALS:

WHEREAS, each Merging Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of each Merging Entity deems it advisable and in the best interest of each Merging Entity, and its Shareholders, that the Merging Entities merge with and into the Surviving Entity pursuant to the Florida Statutes;

WHEREAS, the Board of Directors of the Surviving Entity deems it advisable and in the best interest of the Surviving Entity, and its Shareholders, that each Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes (the "*Merger*");

WHEREAS, the Board of Directors of each Merging Entity and of the Surviving Entity have approved the terms and conditions of this Agreement and directed that the proposed Merger be submitted to the Shareholders of each Merging Entity and the Shareholders of the Surviving Entity and have recommended the approval of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, each Merging Entity and the Surviving Entity agree as follows:

1. Each Merging Entity and the Surviving Entity agree that each Merging Entity shall be merged into the Surviving Entity, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving corporation and they further agree as follows:

a. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall remain the same. From and after the Effective Date (as defined

(((H20000340464 3)))

below), and until further amended, altered, or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Entity.

b. The Bylaws of each Merging Entity in effect on the Effective Date, if any, shall cease to exist and the Bylaws of the Surviving Entity in effect on the Effective Date, shall remain the Bylaws of the Surviving Entity until amended and restated.

c. The following individuals previously elected as a director of each Merging Entity shall cease to act as director on the Effective Date:

Guillermo Quirch, III
Ignacio Quirch, III
Mauricio Quirch, III

d. The following individuals previously elected as an officer of each Merging Entity shall cease to act as officers on the Effective Date:

<u>Name</u>	<u>Office</u>
Francisco Grande	President
Carmen M. Sabater	Chief Financial Officer
Rafael Perez	Vice President of Sales

e. The directors, officers and shareholder of the Surviving Entity shall remain without change upon the filing of the Merger.

2. This Agreement was submitted to the Shareholders of each Merging Entity for their consent and approval in accordance with section 607.1103 of the Florida Statutes, and was adopted and approved in accordance with the laws of the State of Florida, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the Merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the Merger of each Merging Entity with and into the Surviving Entity shall be upon the filing of the Articles of Merger with the Florida Secretary of State (the "*Effective Date*").

4. On the Effective Date, (i) each share of Merging Entities' issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefor, and (ii) the shares of the Surviving Entity immediately prior to the Effective Date will continue to represent the shares of the Surviving Entity.

5. The Merging Entities and the Surviving Entity intend that the Merger be treated as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and shall not take any position in any tax return inconsistent with that treatment.

6. On the Effective Date, the transfer books of each Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and on the Effective Date, each Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Date, the Surviving Entity shall determine that any further conveyance, assignment

((H20000340464 3))

or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of each Merging Entity, the directors and officers of each Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each Merging Entity; all debts due to each Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in each Merging Entity shall not revert or be in any way impaired, by reason of the Merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of each Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. The principal office of the Surviving Entity shall be 101 Almeria Avenue, Coral Gables, FL 33134.

10. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

11. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon each Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

This Plan of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

((H20000340464 3))

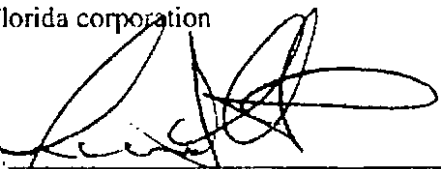
NOW, THEREFORE, each Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

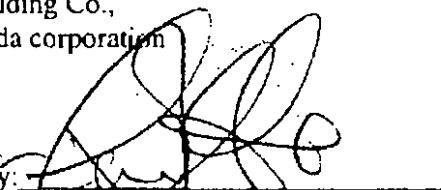
MERGING ENTITIES:

SURVIVING ENTITY:

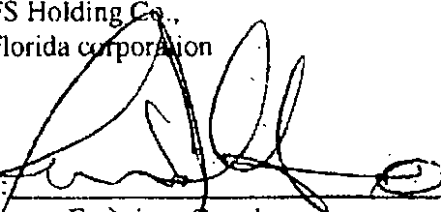
QFC Holding Co.,
a Florida corporation

QF Holding Co.,
a Florida corporation

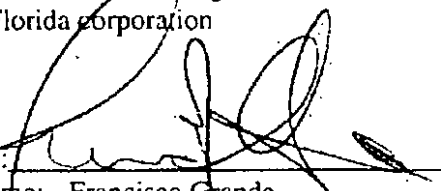
By: 
Name: Francisco Grande
Title: President

By: 
Name: Francisco Grande
Title: President


QFS Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President

HF Solutions Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President

ARM Group Holding Co.,
a Florida corporation

By: 
Name: Francisco Grande
Title: President