

L66000041089

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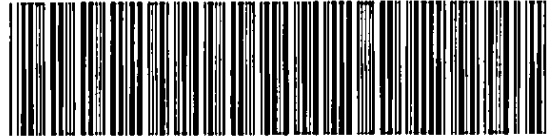
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18 SEP 28 AM 2:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Merger

18 SEP 28 AM 10:53
FILED
DIVISION OF CORPORATIONS
TALLAHASSEE FLORIDA

5

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

ACCOUNT NO. : I20000000195

REFERENCE : 416819 5011226

AUTHORIZATION :

COST LIMIT :

[Signature]
\$70.00

ORDER DATE : September 28, 2018

ORDER TIME : 10:20 AM

ORDER NO. : 416819-005

CUSTOMER NO: 5011226

ARTICLES OF MERGER

RANEY BUILDING MATERIALS, INC.

INTO

RANEY COMPONENTS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merging
RANEY BUILDING MATERIALS, INC.
With And Into
RANEY COMPONENTS, LLC

These Articles of Merger are submitted in order to merge the Merging Entity (as defined below) into the Survivor (as defined below), in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act), and Chapter 607, Florida Statutes (the Florida Business Corporation Act) (the "Merger"):

ARTICLE I

The exact name, type of entity and jurisdiction for the merging party (the "Merging Entity") are as follows:

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
RANEY BUILDING MATERIALS, INC. – document # P11000032361	Florida	Corporation

ARTICLE II

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor") are as follows:

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
RANEY COMPONENTS, LLC – document # L06000041089 ✓	Florida	Limited Liability Company

ARTICLE III

The Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

FILED
18 SEP 28 AM 2:47
CLERK OF SUPERIOR COURT
FLORIDA

ARTICLE IV

The Merger shall become effective as of the date and time of filing these Articles of Merger with the Florida Department of State.

ARTICLE V

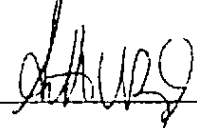
The attached Plan of Merger was approved by each domestic corporation and each domestic limited liability company that is a party to the Merger in accordance with the applicable provisions of the Florida Business Corporation Act and the Florida Revised Limited Liability Company Act.

[Remainder of page intentionally left blank - - signature page follows]

IN WITNESS WHEREOF, these Articles of Merger are executed this 27th day of
September, 2018.

MERGING ENTITY:

RANEY BUILDING MATERIALS, INC.,
a Florida corporation

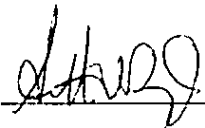
By:  _____

Name: Arthur V. Raney, Jr.

Title: President

SURVIVOR:

RANEY COMPONENTS, LLC, a Florida
limited liability company

By:  _____

Name: Arthur V. Raney, Jr.

Title: President

EXHIBIT A
PLAN OF MERGER

(see attached)

PLAN OF MERGER
Merging
RANEY BUILDING MATERIALS, INC.
With And Into
RANEY COMPONENTS, LLC

This Plan of Merger (the "Plan of Merger") was adopted and approved by the members and/or the Board of Managers of the limited liability company party to the merger and by the shareholders and/or the Board of Directors of the corporation that is a party to the merger, in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act), and Chapter 607, Florida Statutes (the Florida Business Corporation Act) (with such Chapters of the Florida Statutes referred to herein collectively as the "Acts"):

ARTICLE 1

The exact name, type of entity and jurisdiction of the merging party is as follows (the "Merging Corporation"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
RANEY BUILDING MATERIALS, INC. – document # P11000032361	Florida	Corporation

ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Survivor LLC"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
RANEY COMPONENTS, LLC – document # L06000041089	Florida	Limited Liability Company (manager-managed)

ARTICLE 3

3.1 **The Merger.** The Merging Corporation shall merge with and into the Survivor LLC (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Corporation shall cease, and the Survivor LLC shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging Corporation and the Survivor LLC will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become

effective as of the date and time of such filing, as evidenced by the Florida Department of State's endorsement of such date and time on the Articles of Merger (the "Effective Time").

3.3 **Additional Action.** The Survivor LLC shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging Corporation or the Survivor LLC, in order to vest or to perfect or confirm of record in the Survivor LLC the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging Corporation or the Survivor LLC.

ARTICLE 4

4.1 **Relationship of Merging Parties.** Each of (i) the Merging Corporation and (ii) the Survivor LLC is wholly owned by Arthur V. Raney, Jr.

4.2 **Manner and Basis of Converting Equity Interests.**

(a) **Merging Corporation Shares.** As of the Effective Time, each share of Merging Corporation stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled.

(b) **Survivor LLC Membership Interests.** As of the Effective Time, all of the units of Survivor LLC membership interests issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as units of membership interests of the Survivor LLC. No additional units of membership interests shall be issued to Arthur V. Raney, Jr. or to any other person or entity in connection with the Merger.

(c) **No Conversion.** Since all of the shares of the Merging Corporation stock and all of the units of Survivor LLC membership interests outstanding immediately prior to the Effective Time are owned by Arthur V. Raney, Jr., no conversion of the issued and outstanding shares of Merging Corporation stock into units of membership interests of Survivor LLC is necessary. Therefore, immediately after the Merger, the issued and outstanding units of Survivor LLC membership interests shall continue to be issued and owned as follows:

<u>Member</u>	<u>Units</u>	<u>Percentage of Membership Interests</u>
Arthur V. Raney, Jr.	500	100%
Total	500	100%

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any equity interests of the Merging Corporation or the Survivor LLC outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous Merging Corporation Matters.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging Corporation equity interests in connection with the Merger.

(b) From and after the Effective Time, no Merging Corporation shares or other equity interests shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging Corporation equity interest will be required; instead, from and after the Effective Time, all Merging Corporation shares or other equity interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Corporation shall be closed and no transfer of Merging Corporation equity interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging Corporation.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor LLC shall possess all rights, privileges and powers of the Merging Corporation, (ii) all property and assets of the Merging Corporation, including all contract rights, shall vest in the Survivor LLC without any further act or deed, and (iii) the Survivor LLC shall assume and be liable for all liabilities and obligations of the Merging Corporation.

5.2 **Survivor LLC Articles of Organization.** The Articles of Organization of the Survivor LLC in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Survivor LLC immediately following the Merger.

5.3 **Survivor LLC Operating Agreement.** The Operating Agreement of the Survivor LLC in effect immediately prior to the Effective Time shall be and remain the Operating Agreement of the Survivor LLC immediately following the Merger.

5.4 **Survivor LLC Management.** The Survivor LLC is a manager-managed limited liability company and shall continue to be a manager-managed limited liability following the Merger. The names and business addresses of each Manager of the Survivor LLC immediately following the Merger are set forth below:

Manager Name	Business Address
Arthur V. Raney, Jr.	19900 Independence Blvd. Groveland, FL 34736

5.5 **Merging Corporation's Organizational Documents.** The Articles of Incorporation, Bylaws and all other organizational documents, agreements and instruments

relating to the Merging Corporation shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging Corporation and the Survivor LLC may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the shareholders and/or Board of Directors of the Merging Corporation, and the members and/or the Board of Managers of the Survivor LLC, shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the requisite shareholders and/or Board of Directors of the Merging Corporation and the members and/or Board of Managers of the Survivor LLC.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Corporation and the Survivor LLC) upon mutual written consent of the Merging Corporation and the Survivor LLC.

6.3 **Requisite Approval.** The respective obligations of the Merging Corporation and the Survivor LLC to effect the Merger shall be subject to the Merging Corporation and the Survivor LLC obtaining the requisite approval of the shareholders and/or Board of Directors of the Merging Corporation and the members and/or the Board of Managers of the Survivor LLC, all as required by the Acts, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the managers and officers of the Survivor LLC and the directors and officers of the Merging Corporation are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.