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DEPARTMENT OF STATE  
CLERK OF CORPORATION  
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SOUTH ALABAMA

2020 MAR 16 PM 4:22

FILED

MAR 18 2020

S. YOUNG



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

2020 FEB 16 PM 11:32

February 24, 2020

JOHN M FORTE  
FORTE PROPERTIES, INC  
3191 CORAL WAY STE 300  
MIAMI, FL 33145

SUBJECT: FORTE PROPERTIES, INC.  
Ref. Number: 491052

We have received your document for FORTE PROPERTIES, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Shelia H Young  
Regulatory Specialist II

Letter Number: 220A00004084

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** FORTE PROPERTIES, INC.  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

JOHN M. FORTE

Contact Person

FORTE PROPERTIES, INC.

Firm/Company

3191 CORAL WAY, SUITE 300

Address

MIAMI, FL 33145

City/State and Zip Code

JMFORTE@FORTEPROPERTIES.COM

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

For further information concerning this matter, please call:

JOHN M. FORTE

Name of Contact Person

At ( 305 ) 445-5511

Area Code & Daytime Telephone Number

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

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**ARTICLE 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.

**First:** Then name and jurisdiction of the surviving corporation.

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Forte Properties, Inc.	Florida	491052
<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
JMF CORP.	Florida	427994

**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.

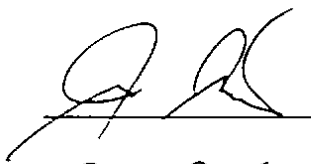
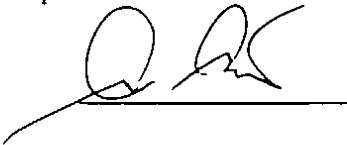
**Fifth:** Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the shareholder and Board of Directors of the surviving corporation on December 31, 2019.

**Sixth:** Adoption of Merger by merging corporations:

The Plan of Merger was adopted by the shareholders and Board of Directors of the merging corporation on December 31, 2019.

**Seventh:** SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of Officer Or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Forte Properties, Inc.		John M. Forte President
JMF CORP		John M. Forte President

2020 MAR 16 PM 4:22  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

FORTE PROPERTIES, INC  
JOINT ACTION BY UNANIMOUS CONSENT IN WRITING  
OF THE  
BOARD OF DIRECTORS AND SHAREHOLDERS

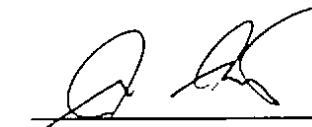
The undersigned, constituting the entire board of Directors and all of the Shareholders of FORTE PROPERTIES, INC., a Florida corporation, do hereby, by unanimous consent in writing pursuant to the authority contained in the Florida Business Corporation Act, without the formality of convening meetings of the directors and shareholders, severally and collectively consent to the following resolutions:

RESOLVED THAT:


1. The Article of Merger and Plan of Merger, in the respective forms attached hereto and made a part therefore respectively as Exhibits A and B are hereby unanimously approved.
2. John M. Forte, as President of the Corporation is hereby authorized, empowered, and directed to file the Articles of Merger and Plan of Merger with the Office of the Secretary of State of Florida.
3. In connection with this Action, it is hereby recognized and confirmed that John M. Forte is the sole legal and beneficial of 100% of all issued and outstanding shares of stock of the Corporation and is the sole Member of the Board of Directors of the Corporation.
4. It is hereby recognized and confirmed that John M. Forte, is the president, Vice President, and Secretary of the Corporation, and is therefore the sole officer of the Corporation.
5. It is hereby recognized and confirmed that the present address of the Corporation is 3191 CORAL WAY, SUITE 300, MIAMI, FL 33145.
6. It is recognized and confirmed that the Articles of Merger and Plan Merger shall be effective immediately upon the filing therefore with the Florida Secretary of State, and that as a result of the Articles of Merger and Plan of Merger, this Corporation shall be the surviving corporation and JMF CORP., a Florida corporation, shall be the merged corporation.

Effective Date: December 31, 2019

SHAREHOLDERS:

  
\_\_\_\_\_  
John M. Forte

DIRECTORS:

  
\_\_\_\_\_  
John M. Forte

JMF CORP.  
JOINT ACTION BY UNANIMOUS CONSENT IN WRITING  
OF THE  
BOARD OF DIRECTORS AND SHAREHOLDERS

The undersigned, consulting the entire Board of Directors and all of the Shareholders of JMF CORP., a Florida corporation, do hereby, by unanimous consent in writing pursuant to the authority contained in the Florida Business Corporation Act, without the formality of convening meetings of the directors and shareholders severally and collectively consent to the following resolutions:

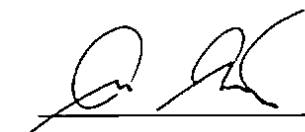
RESOLVED THAT:

1. The Articles of Merger and Plan Merger, in the respective forms attached hereto and made a part therefore respectively as Exhibits A and B are hereby unanimous approved.
2. JOHN M. FORTE, as President of the Corporation is hereby authorized, empowered, and directed to file the Articles of Merger and Plan Merger with the Office of the Secretary of State of Florida.
3. In connection with this Action, it is hereby recognized and confirmed that JOHN M. FORTE is the sole legal and beneficial of 100% of all issued and outstanding shares of stock of the Corporation and is also the sole Member of the Board of Directors of the Corporation.
4. It is hereby recognized and confirmed that JOHN M. FORTE is the President, Vice President, and Secretary of the Corporation, and is therefore the sole officer of the Corporation.
5. It is hereby recognized and confirmed that the present address of the Corporation is 3191 CORAL WAY, SUITE 300, MIAMI, FL, 33145.
6. It is hereby recognized and confirmed that the Articles of Merger and Plan of Merger shall be effective immediately upon the filing thereof with the Florida Secretary of the State, and that as a result of the Articles of Merger and Plan Merger, this Corporation shall be the merged corporation, and FORTE PROPERTIES, INC., shall be the surviving corporation.

Effective Date: December 31, 2019

SHAREHOLDERS:

DIRECTORS:

  
JOHN M. FORTE

  
JOHN M. FORTE

PLAN OF MERGER  
(Non Subsidiaries)

The following Plan of Merger is submitted in compliance with the Section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
FORTE PROPERTIES, INC.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
JMF CORP.	Florida

Third: The terms and conditions of the merger are in accordance with the Plan of Merger attached hereto and made a part thereof.

Fourth: The manner and the basis of converting the shares of each corporation into shares, if at all, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are in accordance with the Plan of Merger attached hereto and made a part hereof.

## PLAN OF MERGER

**PLAN OF MERGER** made effective the 31 day of December, 2019 (the "Effective Date" of the Plan) by and between FORTE PROPERTIES, INC., a Florida Corporation (herein referred to as "PROPERTIES", and JMF CORP., a Florida corporation (herein referred to as "JMF").

### WITNESSETH:

WHEREAS, PROPERTIES is a Florida corporation with authority to engage in any and all activities, and has continually engaged in business operations from and after its date of incorporation;

WHEREAS, JMF is a Florida corporation with authority to engage in any and all activities, and has continually engaged in business operations from and after its date of incorporation;

WHEREAS, as of the Effective Date of this Plan of Merge, the equity owners of each of PROPERTIES and JMF are as follows:

1. JOHN M. FORTE, 3191 CORAL WAY, SUITE 300, MIAMI, FL, 33145, is the legal and beneficial owner of all 100% of all the issued and outstanding shares of stock of each PROPERTIES and JMF.

WHEREAS, all of the legal and beneficial owners of each of PROPERTIES and JMF respectively deem it desirable, advisable, and in the best interests of such entities and the respective legal and beneficial owners of all the issued and outstanding shares of stock of each such entity that JMF be merged with and into PROPERTIES and that PROPERTIES shall become the surviving entity.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual covenants and agreements herein set forth, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and intending to be legally bound, agree that JMF shall be merged with and into PROPERTIES as of the Effective Date hereof, all in accordance with the following provision of this Plan of Merger.

1. Statements and Recitals. The foregoing statements and recitals are true and correct in all material respects and are incorporated herein by this reference.

2. Merger. The parties hereby agree that as of the Effective Date, JMF shall have been merged with and into PROPERTIES, with PROPERTIES becoming the surviving entity; and in connection with such effective merger, all of the assets, subject to any and all liabilities of JMF shall become assets of PROPERTIES, and agrees to assume and pay all of the liabilities of JMF, if any, existing on such Effective Date.



3. Approval by Constituent Parties.

(a) JMF hereby represents and warrants that this Plan of Merger shall have been approved unanimously by JOHN M. FORTE as the sole legal and beneficial owner of all of the issued and outstanding share of stock of JMF who shall have executed this Plan of Merger.

(b) PROPERTIES, hereby represents and warrants that this Plan of Merger shall have been approved unanimously by JOHN M. FORTE as the legal and beneficial owner of all the outstanding shares of stock of PROPERTIES, who shall have executed this Plan of Merger.

4. Survival Period. From and after the Effective Date, all of the assets, subject to all of the liabilities, if any, of JMF, shall have been assumed and shall thereafter be legally and beneficially owned by PROPERTIES and to the extent of any such liabilities, PROPERTIES, shall assume and be legally responsible for payment of all such liabilities.

5. Tax Identification Number. The parties hereby further recognize and agree that because JMF, shall be the merged corporation and shall not survive and because PROPERTIES, shall be the surviving corporation, the Tax Identification Number heretofore utilized by PROPERTIES, shall remain in the tact from and after the Effective Date, and shall become the Tax Identification Number of JMF, and for any and all income tax and other purposes, both of said entities shall constitute a single unified corporation for the entirety of calendar year 2019.

6. Basis and Book Value. The parties hereby jointly and severally recognize and agree that basis for income tax purposes of the equity interests of each of the equity owners of JMF , shall be exactly the same as the basis for such income tax purposes of the equity interests of such owners in PROPERTIES, and the book value of the capital accounts of each of the equity owners of JMF, shall be exactly the same as the book value of the capital accounts of each of such equity owners of PROPERTIES.

7. Recognition of Officers. The parties recognize and confirm that in accordance with the Bylaws and other documents of PROPERTIES, the officers of PROPERTIES, the surviving corporation, are as follows:

President:	JOHN M. FORTE
Vice President:	JOHN M. FORTE
Secretary:	JOHN M. FORTE

8. Effect of Merger.

(a) The parties hereby further recognize, confirm and agree that as of the Effective Date of the subject Plan of Merger, JMF, shall cease to exist separately and instead shall be merged with and into PROPERTIES, in accordance with the provisions of this Plan of Merger. Accordingly, as of the Effective Date of such Merger PROPERTIES, shall possess all of the rights, privileges, powers, franchises and trust and fiduciary duties, and obligations, of both a public and private nature, and the subject to all of the restrictions, disabilities, and duties of each of the constituent entities; and all of such rights, privileges, powers, duties and obligations of each of the constituent entities, and all real, personal and mixed property of either of each of the constituent entities in each and all accounts whatsoever shall be vested in PROPERTIES as the surviving entity.

(b) The Parties further confirm and agree that to the extent it is discovered that either constituent entity was the legal and/or beneficial owner of any parcel of real property, the parties shall take any and all actions and execute any and all documents to convey such legal title to PROPERTIES, as the surviving entity. The parties further confirm and agree that all rights of creditors, if any, and any liens upon any property of either of the constituent entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall, from after the Effective Date, become attached to PROPERTIES as the surviving entity, and may be enforced against PROPERTIES, to the same extent as if such debts, liabilities, and duties had been incurred or contracted by PROPERTIES.

(C) Because JOHN M. FORTE is the sole legal and beneficial owner of 100% of all issued and outstanding shares of stock of both PROPERTIES, and JMF, no additional shares of stock of PROPERTIES, shall be issued upon the Effective Date of the Merger.

9. Further Instruments. From time to time, as and when required by PROPERTIES, as the surviving entity, or by its successors or assigns, JMF CORP., shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and shall take or cause to be taken all such further or other actions as may be necessary or advisable in order to vest in and confirm to PROPERTIES, title to and possession of all the properties, rights, privileges, powers and franchises therefore owned by and or belonging to JMF, and otherwise to carry out the intent and purposes of this Plan of Merger.

10. Miscellaneous.

(a) In the event any term or provision of this Plan of Merger is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be constructed as deleted as such authority determines, and the remainder of this Plan of Merger shall be constructed to be in full force and effect.

(b) In construing this Plan of Merger, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregards.

(c) All of the Exhibits attached to this Plan of Merger, if any, are incorporated into and made a part hereof.

(d) Entire Plan of Merger. This Plan of Merger and exhibits constitute the entire understanding and agreement between the parties with respect to the matters herein set forth, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

(e) Amendments. The provisions of this Plan of Merger and exhibits may not be amended, supplemented, waived or changed orally but only by writing which makes specific reference to this Plan of Merger and is signed by each party against whom such amendment, supplement, waiver or change is to be enforced.

(f) Further Assurances. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents which may be reasonably necessary to carry out the obligations and intentions of this Plan of Merger.

(g) Binding Effects. Unless set forth to the contrary herein, all of the terms and provisions of this Plan of Merger, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable against the parties hereto and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

(h) Survival. All covenants, agreements, representations, and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Plan of Merger and consummation of the transactions contemplated hereby.

(i) Notices. All notices, request, consents and other communications required or permitted under this Plan of Merger shall be in writing, including telex and telegraphic communication, and shall be (as elected by the person giving such notice) hand delivered by courier or messenger service, or by telecommunication, or by registered or certified mail, postage prepaid, return receipt requested, addressed to each party at such party's primary address, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the day delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and/or (d) on the first date upon which return receipt is signed or delivery is refused or the notice designated by the postal authorities is not deliverable, as the case may be, if mailed.

(j) Construction. The parties acknowledge that they all shall have participated in the negotiation and drafting of this Plan of Merger. Accordingly, in the event it is necessary for any provision of this Plan of Merger to be interpreted by a court of other tribunal, such provision shall not be interpreted any more or less favorably against any party as the drafter of this Plan of Merger.

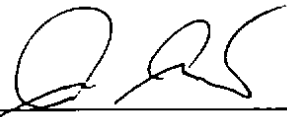
(k) Governing Law, Jurisdiction, and Venue. This Plan of Merger shall be governed by the laws of the State of Florida. Any action to enforce this Plan of Merger shall be filed in Court of competent jurisdiction for Miami-Dade County, Florida.

(l) Execution in Counterparts. This Plan of Merger may be executed in any number of multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile signatures shall be treated as original signatures.

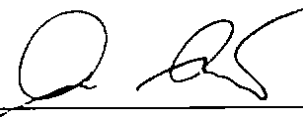
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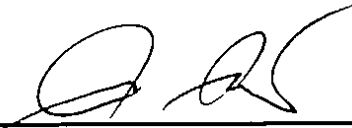
IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be duly executed and effective as December 31, 2019, the Effective Date.

FORTE PROPERTIES, INC.

By:   
\_\_\_\_\_  
President  
JOHN M. FORTE

JMF CORP.

By:   
\_\_\_\_\_  
President  
JOHN M. FORTE

 (seal)  
\_\_\_\_\_  
JOHN M. FORTE, Sole Shareholder of  
100% of All Issued and Outstanding  
Shares of Stock of each Constituent  
Corporation and FORTE PROPERTIES,  
INC., the surviving corporation