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MERGER OR SHARE EXCHANGE

HMCC of Florida, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$85.00

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ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Revised Limited Liability Company Act, pursuant to section 605.1025 of the Florida Statutes.

ARTICLE I

The name of the surviving corporation is HMCC, Inc., a South Carolina corporation doing business in Florida as HMCC of Florida, Inc. The document number of the surviving corporation is F14000005014.

ARTICLE II

The names of each of the merging companies are OPMJV LLC, a Florida limited liability company, and JMAD, LLC, a Florida limited liability company. The document number of the OPMJV LLC is L18000152556 and the document number of JMAD, LLC is L16000090572.

ARTICLE III

The merger shall become effective at the end of the day on December 31, 2019, subject to the filing of these Articles of Merger.

ARTICLE IV

The Plan and Agreement of Merger, as adopted pursuant to Articles V and VI herein, is attached hereto.

ARTICLE V

The Plan and Agreement of Merger was unanimously adopted by the board of directors of the surviving corporation and the shareholders of the surviving corporation in accordance with section 33-11-103 of the South Carolina Code of Laws on December 19, 2019.

ARTICLE VI

The Plan and Agreement of Merger was adopted by the members of the merging corporations in accordance with the provisions of sections 605.1021-605.1026 of the Florida Statutes as follows:

The Plan and Agreement of Merger was unanimously adopted by the members of OPMJV LLC on December 19, 2019; and

Michael N. Schneider, Esq.
Florida Bar No. 166929
Ansbacher & Schneider, P.A.
5150 Belfort Road, Building 100
Jacksonville, FL 32256
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The Plan and Agreement of Merger was unanimously adopted by the members of JMAD, LLC on December 19, 2019.

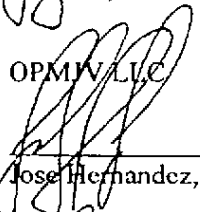
ARTICLE VII

The surviving corporation has agreed to pay any members of the merging companies with appraisal rights the amount to which such members are entitled under the provisions of sections 605.1006 and 605.1061-605.1072 of the Florida statutes.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed.


HMCC, Inc, d/b/a HMCC of Florida, Inc.

Jose Hernandez, Its President


OPMIV, LLC

Jose Hernandez, Its Managing Member


JMAD, LLC

Jose Hernandez, Its Managing Member

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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") dated the 19th day of December, 2019 by and between HMCC, Inc., a South Carolina corporation ("HMCC" or the "Surviving Corporation") doing business in Florida as HMCC of Florida, Inc., OPMJV LLC, a Florida limited liability company ("OPMJV") and JMAD, LLC, a Florida limited liability company ("JMAD").

RECITALS

A. HMCC is a corporation duly organized and existing under the laws of the State of South Carolina.

B. OPMJV is a limited liability company duly organized and existing under the laws of the State of Florida.

C. JMAD is a limited liability company duly organized and existing under the laws of the State of Florida.

D. HMCC, OPMJV and JMAD have agreed that OPMJV and JMAD shall merge into HMCC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of South Carolina and the State of Florida.

E. HMCC, OPMJV and JMAD are all taxed as "S" corporations for federal income tax purposes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, HMCC, OPMJV and JMAD agree as follows:

1. HMCC, OPMJV and JMAD agree that OPMJV and JMAD shall be merged into HMCC, as a single corporation, upon the terms and conditions of this Agreement and that HMCC shall continue under the laws of the State of South Carolina as the surviving corporation, and HMCC, OPMJV and JMAD further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall be as appears in the Articles of Incorporation of HMCC as on file with the office of the Secretary of State on the date of this Agreement. The terms and provisions of the Articles of Incorporation shall be incorporated into this Agreement. From and after the date hereof and until further amended, altered or restated as provided by law, the Articles of Incorporation of HMCC separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

b. The Bylaws of HMCC in effect on the date hereof shall be the Bylaws of the Surviving Corporation until such Bylaws shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

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c. The persons who upon the Effective Date (as defined below) of the merger shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of HMCC on the Effective Date. If on the Effective Date of the merger any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

d. The persons who upon the Effective Date of the merger shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of HMCC upon the merger.

2. This Agreement has been submitted to the Shareholders of HMCC and the members of OPMJV and JMAD for their consent and approval in accordance with §33-11-103 of the South Carolina Code of Law and in accordance with §605.1023 of the Florida Statutes, as may be applicable, and has been adopted and approved in accordance with the laws of the State of South Carolina and the State of Florida, respectively. This Agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of South Carolina and the laws of the State of Florida. The merger of OPMJV and JMAD into HMCC shall become effective at the end of the day on December 31, 2019, subject to the filing of this Agreement and appropriate articles of merger with the offices of the Secretary of State of South Carolina and the Secretary of State of Florida. The date on which the merger of OPMJV and JMAD into HMCC becomes effective shall be called in this instrument the "Effective Date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and the articles of merger shall be filed, then upon the Effective Date the separate existence of OPMJV and JMAD shall cease and OPMJV and JMAD shall be merged into the Surviving Corporation in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of HMCC, OPMJV and JMAD; and all property, real, personal and mixed, and all debts due to any of HMCC, OPMJV or JMAD on whatever account as well for stock subscriptions as all other things in action or belonging to each of HMCC, OPMJV and JMAD shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be the property of the Surviving Corporation as the same was of HMCC, OPMJV and JMAD immediately prior thereto; and the title to any real estate, whether vested by deed or otherwise in any of HMCC, OPMJV or JMAD under the laws of the State of Florida or the laws of the State of South Carolina, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of any of HMCC, OPMJV or JMAD shall be preserved unimpaired; and all debts, liabilities, and duties of HMCC, OPMJV and JMAD shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the membership units of OPMJV and JMAD shall be as follows:

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a. On the Effective Date the membership units of OPMJV and JMAD ("OPMJV and JMAD units"), respectively, issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder of membership units of the OPMJV and JMAD units, shall be converted into and exchanged for shares of HMCC common stock ("HMCC stock") as follows:

(1) In exchange for Five Hundred Ten (510) OPMJV membership units, Jose R. Hernandez shall receive 5.4 shares of HMCC stock;

(2) In exchange for Four Hundred Ninety (490) OPMJV membership units, Vivian Hernandez shall receive 5.2 shares of HMCC stock;

(3) In exchange for Fifty-One (51) JMAD membership units, Jose R. Hernandez shall receive 6.1 shares of HMCC stock; and

(4) In exchange for Forty-Nine (49) JMAD membership units, Vivian Hernandez shall receive 5.8 shares of HMCC stock;

b. Each issued and outstanding share of common stock of HMCC stock, shall continue as one share of common stock of the Surviving Corporation.

5. As soon as practicable after the Effective Date, HMCC shall issue and deliver, in accordance with this Paragraph 5, to the members of OPMJV and JMAD as of the Effective Date, certificates for the number of shares of HMCC stock to which each such member shall have become entitled under this Agreement.

6. All shares of HMCC stock for and into which membership units of OPMJV and JMAD units shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged membership units, except for rights of appraisal, if any, that the holders may have as dissenting members. Unless the merger is abandoned, the holders of OPMJV and JMAD units outstanding immediately before the Effective Date shall cease on the Effective Date to be members and shall have no rights with respect to the membership units except the right to receive payment for it under the laws of the State of Florida and the State of South Carolina, as may be applicable, and their sole rights with respect to the HMCC stock for and into which their shares of OPMJV and JMAD units have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting members.

7. HMCC, OPMJV and JMAD shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida and the applicable laws of the State of South Carolina in connection with the contemplated merger.

8. Upon the Effective Date the transfer books of OPMJV and JMAD shall be closed and no transfer of membership units of OPMJV and JMAD units shall be made or consummated thereafter.

9. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of OPMJV and JMAD, the managers and officers of OPMJV and JMAD shall execute and deliver all instruments and take all action the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. OPMJV represents and warrants to and agrees with HMCC as follows:

a. OPMJV is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. OPMJV is not presently being challenged to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Organization, as amended to date, and the Operating Agreement, as amended to date, of OPMJV previously delivered to HMCC are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which OPMJV is subject, prohibits, limits or otherwise affects the right, power and authority of OPMJV to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of OPMJV consists of One Thousand (1,000) membership units, of which One Thousand (1,000) membership units are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by OPMJV or any commitments or agreement of a similar nature to which OPMJV is a party, relating to the authorized or issued membership units of OPMJV.

c. OPMJV presently has no subsidiaries.

d. The execution, deliver and performance of this Agreement has been fully and effectively authorized by the members of OPMJV under §33-11-103 of the South Carolina Code of Law and §605.1023 of the Florida Statutes, as may be applicable.

e. OPMJV has delivered to HMCC the balance sheet of OPMJV as of November 30, 2019 and the statement of operations of OPMJV for the fiscal year ended December 31, 2018. These financial statements, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of OPMJV as of the date of the balance sheet and the results of the operations of OPMJV for the period covered by the statement of operations. OPMJV has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, other than liabilities or obligations incurred or arising since November 30, 2019 in the ordinary course of business of OPMJV, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of OPMJV, and the balance

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sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of OPMJV.

f. OPMJV is not, and by the execution and performance of this Agreement by OPMJV, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which OPMJV is a party or to which OPMJV may be subject or under any provision of its Articles of Organization or Operating Agreement, or violate any order, injunction, decree, statute, rule or regulation applicable to OPMJV or any of its properties or assets.

g. OPMJV owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as of November 30, 2019 referred to in Subparagraph e of this Paragraph 10 or reflected in the lists or descriptions referred to in Subparagraph k of this Paragraph 10, except: (1) personal property disposed of since November 30, 2019 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholders or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title of any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by OPMJV or otherwise impair the business operation of OPMJV. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. OPMJV carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and business as is customary for similar businesses and as is adequate for the business conducted by OPMJV has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against OPMJV, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. OPMJV is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentally.

i. OPMJV is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is OPMJV in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this Agreement, since November 30, 2019, OPMJV has not: (a) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional OPMJV membership units; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its membership units or purchased or agreed to purchase any of its membership units; (4) made any loans or advances or payments of any kind to

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any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in Subparagraph e of this Paragraph 10; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees or paid any bonus or other compensation, directly or indirectly, to its officers, directors or employees, other than salaries, wages and commissions at the rates being paid on November 30, 2019.

k. OPMJV has delivered to HMCC lists and descriptions of the following:

(1) All real property owned, leased or otherwise used or occupied by OPMJV;

(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by OPMJV, and all licenses granted by or to OPMJV, and all other material agreements to which OPMJV is a party, which are in force as of this date and relate in whole or in part of any items of the categories mentioned in this Subparagraph, or related to inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by OPMJV or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on OPMJV or to which any of its properties is subject;

(4) All policies of insurance in force with respect to OPMJV including, without restricting the generality of the foregoing, those covering its officers; properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The name of each bank in which OPMJV has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all persons, if any, holding a power of attorney from OPMJV.

True and complete copies of all of the patent, trademark, trade name and copyright registrations, applications pending for patent, trademark, trade name and copyright registrations and contracts and commitments; and policies of insurance have been delivered to HMCC.

l. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by OPMJV directly with HMCC without the intervention of any person

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in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

m. OPMJV has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in Subparagraph e of this Paragraph 10 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. OPMJV is not delinquent in the payment of any taxes or duties, and OPMJV has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against OPMJV.

n. The items reflected in or covered by the designation "inventories" on the balance sheet referred to in Subparagraph e of this Paragraph 10, or thereafter acquired by OPMJV, consist of items of a quality, condition and quantity such that they are usable or salable in the normal course of business of OPMJV; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

11. JMAD represents and warrants to and agrees with HMCC as follows:

a. JMAD is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. JMAD is not presently being challenged to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Organization, as amended to date, and the Operating Agreement, as amended to date, of JMAD previously delivered to HMCC are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which JMAD is subject, prohibits, limits or otherwise affects the right, power and authority of JMAD to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of JMAD consists of One Hundred (100) membership units, of which One Hundred (100) membership units are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by JMAD or any commitments or agreement of a similar nature to which JMAD is a party, relating to the authorized or issued membership units of JMAD.

c. JMAD presently has no subsidiaries.

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d. The execution, deliver and performance of this Agreement has been fully and effectively authorized by the members of JMAD under §33-11-103 of the South Carolina Code of Law and §605.1023 of the Florida Statutes, as may be applicable.

e. JMAD has delivered to HMCC the balance sheet of JMAD as of November 30, 2019 and the statement of operations of JMAD for the fiscal year ended December 31, 2018. These financial statements, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of JMAD as of the date of the balance sheet and the results of the operations of JMAD for the period covered by the statement of operations. JMAD has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, other than liabilities or obligations incurred or arising since November 30, 2019 in the ordinary course of business of JMAD, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of JMAD, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of JMAD.

f. JMAD is not, and by the execution and performance of this Agreement by JMAD, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which JMAD is a party or to which JMAD may be subject or under any provision of its Articles of Organization or Operating Agreement, or violate any order, injunction, decree, statute, rule or regulation applicable to JMAD or any of its properties or assets.

g. JMAD owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as of November 30, 2019 referred to in Subparagraph e of this Paragraph 11 or reflected in the lists or descriptions referred to in Subparagraph k of this Paragraph 11, except: (1) personal property disposed of since November 30, 2019 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholders or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title of any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by JMAD or otherwise impair the business operation of JMAD. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. JMAD carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and business as is customary for similar businesses and as is adequate for the business conducted by JMAD has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against JMAD, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. JMAD is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentally.

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i. JMAD is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is JMAD in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this Agreement, since November 30, 2019, JMAD has not: (a) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional JMAD membership units; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its membership units or purchased or agreed to purchase any of its membership units; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in Subparagraph e of this Paragraph 11; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees or paid any bonus or other compensation, directly or indirectly, to its officers, directors or employees, other than salaries, wages and commissions at the rates being paid on November 30, 2019.

k. JMAD has delivered to HMCC lists and descriptions of the following:

(1) All real property owned, leased or otherwise used or occupied by JMAD;

(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by JMAD, and all licenses granted by or to JMAD, and all other material agreements to which JMAD is a party, which are in force as of this date and relate in whole or in part of any items of the categories mentioned in this Subparagraph, or related to inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by JMAD or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on JMAD or to which any of its properties is subject;

(4) All policies of insurance in force with respect to JMAD including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

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(5) The name of each bank in which JMAD has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all persons, if any, holding a power of attorney from JMAD.

True and complete copies of all of the patent, trademark, trade name and copyright registrations, applications pending for patent, trademark, trade name and copyright registrations and contracts and commitments; and policies of insurance have been delivered to HMCC.

1. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by JMAD directly with HMCC without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

m. JMAD has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in Subparagraph e of this Paragraph 11 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. JMAD is not delinquent in the payment of any taxes or duties, and JMAD has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against JMAD.

n. The items reflected in or covered by the designation "inventories" on the balance sheet referred to in Subparagraph e of this Paragraph 11, or thereafter acquired by JMAD, consist of items of a quality, condition and quantity such that they are usable or salable in the normal course of business of JMAD; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

12. HMCC represents and warrants to and agrees with OPMJV and JMAD as follows:

a. HMCC is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. HMCC is not presently being challenged to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, of HMCC previously delivered to OPMJV and JMAD are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which HMCC is subject,

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prohibits, limits or otherwise affects the right, power and authority of HMCC to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of HMCC consists of One Thousand (1,000) shares of common stock, of which One Hundred (100) shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by HMCC or any commitments or agreement of a similar nature to which HMCC is a party, relating to the authorized or issued stock of HMCC.

c. HMCC presently has no subsidiaries.

d. The execution, deliver and performance of this Agreement has been fully and effectively authorized by the Board of Directors and the shareholder of HMCC under §33-11-103 of the South Carolina Code of Law and §605.1023 of the Florida Statutes, as may be applicable.

e. HMCC has delivered to OPMJV and JMAD the balance sheet of HMCC as of November 30, 2019 and the statement of operations of HMCC for the fiscal year ended December 31, 2018. These financial statements, in accordance with generally accepted accounting principles applied on a consistent basis, the financial position of HMCC as of the date of the balance sheet and the results of the operations of HMCC for the period covered by the statement of operations. HMCC has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this Agreement, other than liabilities or obligations incurred or arising since November 30, 2019 in the ordinary course of business of HMCC, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of HMCC, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of HMCC.

f. HMCC is not, and by the execution and performance of this Agreement by HMCC, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which HMCC is a party or to which HMCC may be subject or under any provision of its Articles of Incorporation or Bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to HMCC or any of its properties or assets.

g. HMCC owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as of November 30, 2019 referred to in Subparagraph e of this Paragraph 12 or reflected in the lists or descriptions referred to in Subparagraph k of this Paragraph 12, except: (1) personal property disposed of since November 30, 2019 in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholders or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title of any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by HMCC or otherwise impair the business operation of HMCC. All those assets and properties are in good working order and

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condition (normal wear and tear excepted) and in a state of good operating efficiency. HMCC carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and business as is customary for similar businesses and as is adequate for the business conducted by HMCC has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against HMCC, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. HMCC is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentally.

i. HMCC is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is HMCC in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

j. Except as otherwise contemplated by this Agreement, since November 30, 2019, HMCC has not: (a) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of HMCC stock; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital stock or purchased or agreed to purchase any shares of its capital stock; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in Subparagraph e of this Paragraph 12; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business; or (7) increased the salaries of its officers, directors or employees or paid any bonus or other compensation, directly or indirectly, to its officers, directors or employees, other than salaries, wages and commissions at the rates being paid on November 30, 2019.

k. HMCC has delivered to OPMJV and JMAID lists and descriptions of the following:

(1) All real property owned, leased or otherwise used or occupied by HMCC;

(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by HMCC, and all licenses granted by or to HMCC, and all other material agreements to which HMCC is a party, which are in force as of this date and relate in whole or in part of any items of the categories mentioned in this Subparagraph, or related to

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inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by HMCC or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on HMCC or to which any of its properties is subject;

(4) All policies of insurance in force with respect to HMCC including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The name of each bank in which HMCC has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all persons, if any, holding a power of attorney from HMCC.

True and complete copies of all of the patent, trademark, trade name and copyright registrations, applications pending for patent, trademark, trade name and copyright registrations and contracts and commitments; and policies of insurance have been delivered to OPMJV and JMAD.

l. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by HMCC directly with OPMJV and JMAD without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

m. HMCC has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in Subparagraph e of this Paragraph 12 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the Effective Date. HMCC is not delinquent in the payment of any taxes or duties, and HMCC has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against HMCC.

n. The items reflected in or covered by the designation "inventories" on the balance sheet referred to in Subparagraph e of this Paragraph 12, or thereafter acquired by HMCC, consist of items of a quality, condition and quantity such that they are usable or salable in the normal course of business of HMCC; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

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13. HMCC, OPMJV and JMAD each agree to the others that, from this date to the Effective Date:

a. It shall promptly advise the other parties in writing of any adverse change in its financial condition or business or affairs.

b. Except as otherwise consented to or approved by the other parties in writing:

(1) Its businesses shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and it shall use its best efforts to preserve those business organizations intact and to keep available to the Surviving Corporation the services of its present officers and key employees and to preserve for the Surviving Corporation the good will of its suppliers, customers and others having business relations with it.

(2) No change shall be made in the Articles of Incorporation, Bylaws, Articles of Organization or Operating Agreement of it, as may be applicable.

(3) It shall not make any change in its banking and safe deposit arrangements or grant any powers of attorney.

(4) It shall not take any of the actions or suffer any of the events enumerated in Subparagraph j of Paragraph 10, Subparagraph j of Paragraph 11, or Subparagraph j of Paragraph 12, respectively.

c. It shall duly comply with all laws applicable to it in the conduct of its business.

14. All obligations of HMCC under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of HMCC, may be waived by HMCC):

a. HMCC shall not have discovered any material error, misstatement or omission in the representations and warranties made by OPMJV and JMAD in Paragraph 10 or Paragraph 11, respectively, or any material adverse change in the business, operations or properties of OPMJV and JMAD after the date of this Agreement.

b. The representations, warranties and agreements of OPMJV and JMAD contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by HMCC) and shall then be true in all respects; and OPMJV and JMAD shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date.

c. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the members of OPMJV and JMAD in accordance with §33-11-103 of the South Carolina Code of Law and §605.1023 of the Florida Statutes, as may be

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applicable. HMCC shall have received copies of the resolutions adopted by the members of OPMJV and JMAD, certified to be true and correct.

d. At the Effective Date no suit, action or other proceedings shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the contemplated transactions.

e. All persons who in the opinion of HMCC may have any claim of ownership, license, right of use or other similar right with respect to any of the assets of OPMJV and JMAD shall have executed and delivered to OPMJV and JMAD an instrument, in form acceptable to HMCC, conveying all of their right, title and interest in any of those assets to OPMJV and JMAD.

15. All obligations of OPMJV and JMAD under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which may, in the absolute discretion of OPMJV and JMAD, be waived by OPMJV and JMAD):

a. Neither OPMJV or JMAD shall not have discovered any material error, misstatement or omission in the representations and warranties made by HMCC in paragraph 12 of this Agreement.

b. HMCC's representations, warranties and agreements contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (except that those representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by OPMJV and JMAD) and shall then be true in all material respects; and HMCC shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Effective Date.

c. The shares of HMCC stock to be issued and delivered pursuant to this Agreement shall have been duly authorized and when issued and delivered shall be validly issued, fully paid and nonassessable.

d. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Board of Directors of HMCC and adopted by the Shareholders of HMCC as required §33-11-103 of the South Carolina Code of Law and §605.1023 of the Florida Statutes, as may be applicable. OPMJV and JMAD shall have received copies of the resolutions adopted by the Directors and Shareholders of HMCC, certified to be true and correct.

16. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the Effective Date:

a. By the Board of Directors of HMCC if the conditions specified in Paragraph 14 have not been satisfied; or

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b. By the members of OPMJV or JMAD if the conditions specified in Paragraph 15 have not been satisfied.

17. In the event of any termination and abandonment as above provided in Paragraph 16, notice shall be given to the other parties to this Agreement and this Agreement shall then become wholly void and of no effect, and there shall be no liability on the part of any party or its Board of Directors, Shareholders or members.

18. HMCC, OPMJV and JMAD shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement.

19. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

20. This Agreement is made pursuant to and shall be construed under the laws of the State of South Carolina. It shall inure to the benefit of and be binding upon HMCC, OPMJV and JMAD, 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.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.