

FI60000001328

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

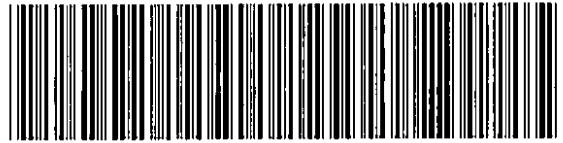
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED STATE
19 JAN -2 AM 11:17

FILED
2019 JAN -2 PM 12:22
VIA REGISTERED MAIL


Merger

JAN 03 2019
I ALBRITTON

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

ACCOUNT NO. : I20000000195

REFERENCE : 564179 8023455

AUTHORIZATION : 

COST LIMIT : \$70.00

ORDER DATE : December 31, 2018

ORDER TIME : 3:02 PM

ORDER NO. : 564179-005

CUSTOMER NO: 8023455

ARTICLES OF MERGER

ACHIEVEGLOBAL, INC.

INTO

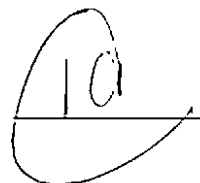
MILLER HEIMAN GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS:



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MILLER HEIMAN GROUP, INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Contact Person

Firm/Company

Address

City, State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

at (_____) _____

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

FILE
2019 JUN -2 PM 12:22
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ACHIEVEGLOBAL, INC.	FLORIDA	CORPORATION

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MILLER HEIMAN GROUP, INC.	DELAWARE	CORPORATION

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

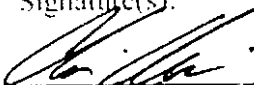
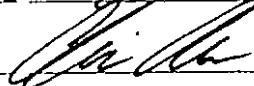
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
MILLER HEIMAN GROUP, INC.		CHRIS ALLINGHAM
ACHIVEGLOBAL INC.		CHRIS ALLINGHAM

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ACHIEVEGLOBAL, INC.	FLORIDA	CORPORATION

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MILLER HEIMAN GROUP, INC.	DELAWARE	CORPORATION

THIRD: The terms and conditions of the merger are as follows:

PLEASE SEE ATTACHED.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

PLEASE SEE ATTACHED.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

PLEASE SEE ATTACHED.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

PLEASE SEE ATTACHED.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

PLEASE SEE ATTACHED.

(Attach additional sheet if necessary)

**AGREEMENT AND PLAN OF MERGER
BETWEEN
MILLER HEIMAN GROUP, INC.
AND
ACHIEVEGLOBAL, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the “*Agreement*”) is dated October 19, 2018, by and between the Miller Heiman Group, Inc., a Delaware corporation (“*MHG*”), and AchieveGlobal, Inc., a Florida corporation (“*AG*”) (MHG and AG are sometimes referred to herein as the “*Constituent Companies*”).

WHEREAS, AG and MHG are both corporations duly organized and existing under the laws of the States of Florida and Delaware, respectively;

WHEREAS, the Board of Directors of MHG and AG have determined that it is advisable and in the Constituent Companies best interests for AG to be merged with and into MHG, with MHG being the surviving corporation, on the terms and conditions set forth herein; and

WHEREAS, the Parties intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

NOW THEREFORE, BE IT RESOLVED, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect, as follows:

1. Ownership.

- (a) MHG is a wholly-owned subsidiary of TwentyEighty, Inc.
- (b) AG is a wholly-owned subsidiary of MHG.

2. Approval of Merger.

(a) This Agreement was advised, authorized and approved by the MHG Board of Directors in accordance with the Delaware General Corporate Law (“*DGCL*”), the MHG Certificate of Incorporation and MHG Bylaws.

(b) This Agreement was advised, authorized and approved by the AG Board of Directors in accordance with the Florida Business Organization Laws (the “*FBOL*”), the AG Certificate of Incorporation and AG Bylaws.

3. Merger. At the Effective Date of the Merger, the separate existence of AG shall cease and AG shall be merged with and into MHG (the “*Merger*”), which shall continue its corporate

existence and be the corporation surviving the Merger, MHG, as it will exist following the Merger, is sometimes hereinafter referred to as the "***Surviving Corporation***."

4. Effective Date. The Constituent Companies shall file Certificates of Merger with the Delaware and Florida Secretaries of State with respect to the Merger, as required by the DGCL and FBOL after satisfaction of the requirements of the laws of the States of Delaware and Florida, and the Merger shall become effective upon the filing of such Certificates of Merger (the "***Effective Date***"), in accordance with applicable law.

5. Terms of Merger. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Corporation, following the Effective Date of the Merger, shall be and remain the "**Miller Heiman Group, Inc.**".

(b) As of the Effective Date, the Certificate of Incorporation of MHG ("***Certificate***") shall be and remain the Certificate of the Surviving Corporation.

(c) As of the Effective Date, the Bylaws of MHG ("***Bylaws***") shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided.

(d) From and after the Effective Date, the directors and officers of the Surviving Corporation shall be the current directors and officers of MHG holding office immediately prior to the Effective Date, who shall hold office subject to and in accordance with the Bylaws of the Surviving Corporation.

(e) From and after the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Companies; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Companies, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger; provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the Merger.

(f) The proper officers and directors of the Constituent Companies shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to vest fully all the property rights of the Constituent Companies in the Surviving Corporation and otherwise carry out the intent of this Agreement and the transactions contemplated hereby.

(g) The Surviving Corporation hereby consents that it may be sued and served with process in the State of Delaware (i) in any action or special proceeding for the enforcement of any liability or obligation of AG; or (ii) with respect to any property transferred or conveyed to it, or with respect to the use made of such property, or any transaction in connection therewith.

(h) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the Constituent Companies, evidenced by appropriate resolutions of their respective Boards of Directors, at any time prior to the filing of the articles of merger.


(i) The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Delaware.

(j) Tax-Free Intent. The Parties intend that the transactions contemplated in this Agreement be treated as a tax-free event under Section 368(a)(1)(A) of the Internal Revenue Code of the Internal Revenue Code. . None of the parties hereto have taken, will take or will cause to be taken, any action, except as specifically contemplated in this Agreement, that reasonably could be expected to cause the transactions to fail to qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of MHG and AG have executed this Agreement as of the date set forth above.

MILLER HEIMAN GROUP, INC.,
a Delaware corporation

By: 
Name: Carl Long
Its: CFO

ACHIEVEGLOBAL, INC.,
a Florida corporation

By: 
Name: Carl Long
Its: CFO