

F20000005472

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

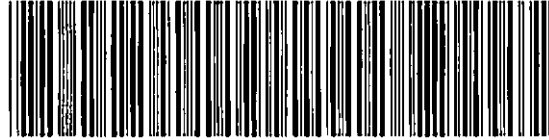
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer

Office Use Only



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2023 DEC -3 PM 1:25

2023 DEC 23 PM 12:00

2023 DEC 23



Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 12/9/2020

****WALK IN****

ENTITY NAME TAYLOR MORRISON HOME FUNDING, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX _____

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$35.00

ACCOUNT #: I20160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

(Pursuant to s. 607.1504, F.S.)

(1-3 MUST BE COMPLETED)

F20000005472

(Document number of corporation (if known))

ClosingMark Home Loans, Inc.

(Name of corporation as it appears on the records of the Department of State)

California

December 7, 2020

(Incorporated under laws of)

(Date authorized to do business in Florida)

(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? December 9, 2020

Taylor Morrison Home Funding, Inc.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

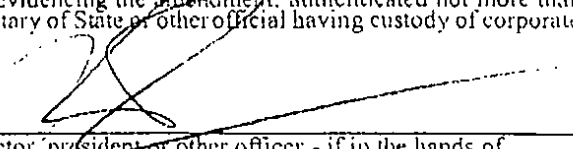
2375 DEC 23 PM 12:00

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
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_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove

23 DEC 23 5:12:00

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



 (Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Kevin Pearson

(Typed or printed name of person signing)

President, Secretary, Director

(Title of person signing)

FILING FEE \$35.00



State of California Secretary of State

OBE MERG

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY ClosingMark Home Loans, Inc.	2. TYPE OF ENTITY Stock Corporation	3. CA SECRETARY OF STATE FILE NUMBER C1151884	4. JURISDICTION California
5. NAME OF DISAPPEARING ENTITY Taylor Morrison Home Funding, LLC	6. TYPE OF ENTITY Limited Liability Company	7. CA SECRETARY OF STATE FILE NUMBER 200634310068	8. JURISDICTION Florida

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUaled OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED)

SURVIVING ENTITY

CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
Common Stock		> 50%
61,840 shares outstanding		

DISAPPEARING ENTITY

CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
Common Units		> 50%
100% units		

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

☐ No vote of the shareholders of the parent party was required. ☐ The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

N/A

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY	CITY AND STATE	ZIP CODE
N/A		

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONTRIBUTOR OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

N/A

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Florida Revised Limited Liability Company Act §§ 605.1021 - 1026	15. FUTURE EFFECTIVE DATE, IF ANY 12 - 09 - 2020 (Month) (Day) (Year)
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16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE 12/4/20	Kevin Pearson, President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
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SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE 12/4/20	Kevin Pearson, Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
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SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE 12/4/20	Todd Merrill, VP of Taylor Morrison Services, Inc., sole Managing Member TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
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SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
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For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: N/A



1. The Department of Defense (DoD) is the largest and most complex of the federal agencies. It is responsible for the defense of the United States and the world. The DoD is composed of the Department of Defense, the Department of the Army, the Department of the Navy, and the Department of the Air Force. The DoD is also responsible for the management of the federal government's military and security programs.

DEF 73 7000

Handwritten signature or initials.

10-11

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CLOSINGMARK HOME LOANS, INC.

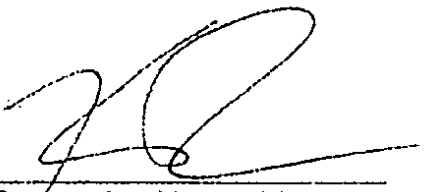
**OFFICERS' CERTIFICATE
OF
APPROVAL OF AGREEMENT AND PLAN OF MERGER**

I, Kevin Pearson, hereby certifies as follows:

1. I am the president and the secretary of ClosingMark Home Loans, Inc., a California corporation (the "Corporation")
2. The Corporation is the surviving party to the merger described in the attached Agreement and Plan of Merger by and between the Corporation, as the surviving party, and Taylor Morrison Home Funding, LLC, as the merging party.
3. The principal terms of the Agreement and Plan of Merger were duly approved by the board of directors and by the shareholders of the Corporation by a vote that exceeded the vote required.
4. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation. The percentage vote required to approve this merger was more than 50%.
5. The Corporation has only one class of shares and the number of shares outstanding that are entitled to vote on the merger is 61,840.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct.

Date: December 4, 2020



Kevin Pearson, President and Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is executed and entered into on December 4, 2020, by and between ClosingMark Home Loans, Inc., a California corporation ("**Surviving Company**") and Taylor Morrison Home Funding, LLC, a Florida limited liability company ("**Merging Company**").

Recitals

- A. The parties desire to set forth the terms and conditions pursuant to which Merging Company shall merge with and into the Surviving company (the "**Merger**"), following which the separate existence of Merging Company shall cease and the Surviving Company shall continue as the sole surviving entity; and
- B. The board of directors and sole shareholder of Surviving Company and the sole manager and member of the Merging Company deem it advisable and in the best interests of their respective companies that they consummate the Merger and they have unanimously approved this Agreement, the Merger and the other matters contemplated hereby.

Agreement


1. **The Merger.** Upon and subject to the terms and conditions of this Agreement and in accordance with the laws of the State of California and State of Florida, Merging Company shall merge with and into Surviving Company, following which the separate existence of Merging Company shall cease and the Surviving Company shall continue as the sole surviving entity.
2. **Parties to Merger.** ClosingMark Home Loans, Inc., a California corporation, shall be the Surviving Company. Taylor Morrison Home Funding, LLC, a Florida limited liability company, shall be the Merging Company.
3. **Amendments.** Contemporaneous with the Merger, Article I of the Articles of Incorporation of the Surviving Company shall be amended to read as follows:

The name of the Corporation is Taylor Morrison Home Funding, Inc.
4. **Shares and Interests of Constituent Parties.**
 - (a) **Merging Company Units.** The outstanding units of Merging Company shall be canceled without consideration.
 - (b) **Surviving Company Shares.** The outstanding shares of Surviving Company shall remain outstanding and are not affected by the Merger.
5. **Effective Time.** The date on which the Merger shall occur and be effective shall be 12:01 am Pacific Standard Time on December 9, 2020.
6. **Termination.** This Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the parties.

7. **Best Efforts and Further Assurances.** Each of the parties shall use its best efforts to effectuate the Merger. Each party, at the reasonable request of another party, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby.
8. **Miscellaneous.**
- (a) **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
 - (b) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, with respect to the subject matter hereof.
 - (c) **Assigns.** No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.
 - (d) **Counterparts.** This Agreement and any documents to be delivered in connection with the Merger may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
 - (e) **Headings.** The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on December 4, 2020.

Taylor Morrison Home Funding, LLC
by Taylor Morrison Services, LLC,
its sole Managing Member

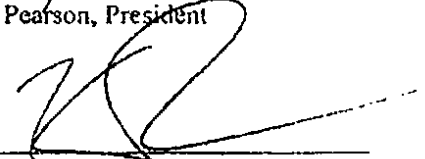


Todd Merrill, Vice President of
Taylor Morrison Services, LLC

ClosingMark Home Loans, Inc.



Kevin Pearson, President



Kevin Pearson, Secretary