

H 86455

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MERGER OR SHARE EXCHANGE

ATIF, Inc.

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**ARTICLES OF MERGER OF
FLORIDA TITLE COMPANY AND
POKER RUN ACQUISITIONS, INC.;
WITH AND INTO
ATIF, INC.**

FILED
2018 OCT 10 PM 1:02
CLERK OF COURT
JULIA A. HARRIS
CLERK OF COURT
JULIA A. HARRIS

The following Articles of Merger are submitted in accordance with the Florida Business Corporations Act, pursuant to section 607.1105, Florida Statutes:

FIRST: The name, street address of its principal office, jurisdiction and entity type for each of the merging corporations (the "**Merging Corporations**") are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Florida Doc. No.</u>
Florida Title Company 1601 Jackson Street Suite 200 Fort Myers, FL 33901	Florida	Corporation	542575
Poker Run Acquisitions, Inc. 1601 Jackson Street Suite 200 Fort Myers, FL 33901	Florida	Corporation	P02000006160

SECOND: The name, street address of its principal office, jurisdiction and entity type of the surviving corporation (the "**Surviving Corporation**") is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Florida Doc. No.</u>
ATIF, Inc. 1601 Jackson Street Suite 200 Fort Myers, FL 33901	Florida	Corporation	H86455

THIRD: The Plan and Agreement of Merger attached hereto as Exhibit A was adopted by the Chief Liquidating Officer of the Surviving Corporation on December 9, 2018, pursuant to authority granted by the Board of Directors of the Surviving Corporation, and Shareholder consent thereto was not required.

FOURTH: The Plan and Agreement of Merger attached hereto as Exhibit A was adopted by sole shareholder of Poker Run Acquisitions, Inc. on December 9, 2018. The Plan and Agreement of Merger attached hereto as Exhibit A was adopted by the sole shareholder of Florida Title Company on December 9, 2018.

FIFTH: The merger shall become effective on the date of filing of these Articles of Merger with the Secretary of State of the State of Florida.

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SIXTH: The principal office of the Surviving Corporation is 1883 Marina Mile Blvd
#106, Fort Lauderdale, FL 33315.

[SIGNATURES NEXT PAGE]

These Articles of Merger were executed in accordance with the laws of the State of Florida
this 9 day of October, 2018.

SURVIVING CORPORATION:

ATIF, INC.,
a Florida corporation

By: 

Name: Gerard A. McHale, Jr.

Title: Chief Liquidating Officer

MERGING CORPORATIONS:

FLORIDA TITLE COMPANY,
a Florida corporation

By: 

Name: Gerard A. McHale, Jr.

Title: Chief Executive Officer

POKER RUN ACQUISITIONS, INC.,
a Florida corporation

By: 

Name: Gerard A. McHale, Jr.

Title: Chief Executive Officer

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EXHIBIT A
PLAN AND AGREEMENT OF MERGER

[See attached]

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (this "**Agreement**") is executed on the 9 day of ~~October~~, 2018, by and between ATIF, INC., a Florida corporation (the "**Surviving Corporation**"), FLORIDA TITLE COMPANY, a Florida corporation ("**Florida Title**"), and POKER RUN ACQUISITIONS, INC., a Florida corporation ("**Poker Run**"; and together with Florida Title, the "**Merging Corporations**").

WITNESSETH:

WHEREAS, the Surviving Corporation was incorporated in the State of Florida on November 21, 1985, and is subject to the Florida Business Corporation Act, Chapter 607, Florida Statutes;

WHEREAS, Florida Title was incorporated in the State of Florida on August 9, 1977, and is subject to the Florida Business Corporation Act, Chapter 607, Florida Statutes;

WHEREAS, Poker Run was incorporated in the State of Florida effective January 15, 2002, and is subject to the Florida Business Corporation Act, Chapter 607, Florida Statutes;

WHEREAS, on March 2, 2017, the Surviving Corporation filed a Chapter 11 bankruptcy petition with the United States Bankruptcy Court for the Middle District of Florida, Fort Myers Division (the "**Bankruptcy Court**"), Case No. 9:17-bk-01712-FMD;

WHEREAS, on October 13, 2017, the Official Committee of Unsecured Creditors of the Surviving Corporation filed a Chapter 11 Plan in the Bankruptcy Court, which was amended by the Amended Chapter 11 Plan filed on January 9, 2018, and which was further amended by the Second Amended Chapter 11 Plan Filed By Official Committee of Unsecured Creditors on March 9, 2018 (such plan and amendments, as may be further amended from time to time, the "**Plan**");

WHEREAS, the Plan was confirmed by the Order of the Bankruptcy Court on July 5, 2018 (the "**Order**");

WHEREAS, pursuant to the Plan and the Order, the Merging Corporations and the Surviving Corporation shall be consolidated to form the "**Consolidated Debtor**";

WHEREAS, Gerard A. McHale, Jr. ("**McHale**") was appointed by the Board of Directors of the Surviving Corporation to serve as the Chief Liquidating Officer in connection with the bankruptcy of and filing of the Plan by the Surviving Corporation;

WHEREAS, the Surviving Corporation is the sole shareholder of Florida Title;

WHEREAS, Florida Title is the sole shareholder of Poker Run;

WHEREAS, each of the Merging Corporations has appointed McHale as its Chief Executive Officer;

WHEREAS, McHale is authorized pursuant to the Plan and the Order to execute this Agreement and to file Articles of Merger for the Surviving Corporation and the Merging Corporations so as to form the Consolidated Debtor pursuant to the Plan;

WHEREAS, the Merging Corporations and the Surviving Corporation deem it advisable and in their respective best interests that the Merging Corporations be merged with and into the Surviving Corporation (the "**Merger**").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the parties hereto, this Agreement, the terms and conditions hereof, and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I PLAN OF MERGER

1.01 Adoption of Plan. This Agreement by and between the Merging Corporations and the Surviving Corporation, is adopted pursuant to the provisions of 607.1101, Florida Statutes, the Plan and the Order as follows:

(a) The Merging Corporations shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be ATIF, Inc.

(c) As of the effective time and date of the Merger, the separate existence of the Merging Corporation shall cease and all the property, real, personal and mixed, of the Merging Corporations, and all debts due on whatever account to the Merging Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of the Merging Corporations.

1.02 Effective Date. The effective time and date of the Merger (the "**Effective Date**") referenced in this Agreement shall be the effective time and date as set forth in Articles of Merger to be filed of record with the Secretary of State of the State of Florida.

1.03 Name of Surviving Corporation. Upon the Effective Date and pursuant to this Agreement, the corporate name of the Surviving Corporation shall be ATIF, Inc.

1.04 Continuation of Business. From and after the Effective Date, the business of the Merging Corporations shall be conducted by the Surviving Corporation. The principal office of the Surviving Corporation immediately prior to the Effective Date of the Merger shall be the

principal office of the Surviving Corporation from and after such date, unless otherwise determined by the Surviving Corporation, the Plan or the Order.

1.05 Taking of Necessary Action. Prior to the Effective Date, all actions as may be necessary or desirable to effect the Merger shall be taken, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by such laws. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full title to all properties, assets, rights and approvals of the Merging Corporations, the officers of the Surviving Corporation shall be authorized to and shall take all such necessary actions.

ARTICLE II DIRECTORS AND OFFICERS

2.01 Director and Officers of Surviving Corporation; Authorization.

(a) Philip J. Von Kahle ("Von Kahle") shall serve as the sole director of the Surviving Corporation until his successor has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided pursuant to the Plan and the Order

(b) As of the Effective Date, McHale shall be removed and Von Kahle shall serve as Chief Liquidating Officer of the Surviving Corporation. Von Kahle shall continue to serve in such capacity until his successor has been duly appointed and qualified in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, subject and pursuant to the Plan and the Order. The Surviving Corporation shall have no other officers as of the Effective Date unless and until such other officers are duly appointed and qualified in accordance with the Articles of Incorporation, Bylaws, the Plan and the Order

(c) McHale, as Chief Executive Officer of each of the Merging Corporations and as the current Chief Liquidating Officer of the Surviving Corporation, and such agents as he shall designate (collectively, in each such capacity, the "**Authorized Persons**") are duly authorized to execute this Agreement and the Articles of Merger on behalf of the Merging Corporations and the Surviving Corporation, respectively, and such Authorized Persons are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or the Merger as provided herein.

ARTICLE III
ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of the Surviving Corporation, as existing on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation and shall continue in full force and effect until altered, amended, or repealed, as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation subject and pursuant to the Plan, Order and applicable law.

ARTICLE IV
CONVERSION OF INTERESTS

4.01 Shares in Surviving Corporation. On the Effective Date, each share in the Surviving Corporation outstanding on the Effective Date of the merger shall, by virtue of the merger and without further action on the part of the holders thereof, remain outstanding and unchanged.

4.02 Shares in Merging Corporations. Any and all shares in the Merging Corporations, by virtue of the merger and without further action on the part of the holders thereof, shall, upon the Effective Date, be cancelled and extinguished and shall cease to exist, and shall not be converted into shares of the Surviving Corporation.

4.03 No Rights to Acquire Shares. There are no rights to acquire shares in the Merging Corporations or the Surviving Corporation.

ARTICLE V
APPROVAL OF MERGER

The parties do hereby acknowledge and confirm as follows:

5.01 This Agreement has been duly adopted and approved by the McHale, as the Chief Executive Officer of each of the Merging Corporations, pursuant to authority granted by the sole shareholder of each of the Merging Corporations in accordance with Chapter 607, Florida Statutes, the Bankruptcy Court, and pursuant to the Plan and the Order. McHale, as the Chief Executive Officer of each of the Merging Corporations, has been authorized and directed to execute and submit the same in accordance with Section 607.1101 and 607.1105, Florida Statutes and the Bankruptcy Court pursuant to the Plan and Order.

5.02 This Agreement has been duly adopted and approved by the McHale, as the Chief Liquidating Officer of the Surviving Corporation, pursuant to authority granted by the Board of Directors of the Surviving Corporation in accordance with Chapter 607, Florida Statutes, the Bankruptcy Court, and pursuant to the Plan and the Order. McHale, as the Chief Liquidating Officer of the Surviving Corporation, has been authorized and directed to execute and submit the same in accordance with Section 607.1101 and 607.1105, Florida Statutes.

ARTICLE VI
INTERPRETATION AND ENFORCEMENT

6.01 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger.

6.02 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date first set forth above.

SURVIVING CORPORATION:

ATIF, INC.,
a Florida corporation

By: Gerard A. McHale, Jr.
Name: Gerard A. McHale, Jr.
Title: Chief Liquidating Officer

MERGING CORPORATIONS:

FLORIDA TITLE COMPANY,
a Florida corporation

By: Gerard A. McHale, Jr.
Name: Gerard A. McHale, Jr.
Title: Chief Executive Officer

POKER RUN ACQUISITIONS, INC.,
a Florida corporation

By: Gerard A. McHale, Jr.
Name: Gerard A. McHale, Jr.
Title: Chief Executive Officer