

400761

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

The Lunz Group, Inc.

Certificate of Status	0
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**ARTICLES OF MERGER
OF
WMB-ROI, INC.
WITH AND INTO
THE LUNZ GROUP, INC.**

WMB-ROI, INC., a Florida corporation (the "Merging Corporation"), and THE LUNZ GROUP, INC., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation into the Surviving Corporation (the "Merger").

- FIRST: The name and jurisdiction of the Surviving Corporation is THE LUNZ GROUP, INC., a Florida corporation.
- SECOND: The name and jurisdiction of the Merging Corporation is WMB-ROI, INC., a Florida corporation.
- THIRD: The Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.
- FOURTH: The merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State (the "Effective Time").
- FIFTH: The Plan of Merger was adopted by the board of directors of the Surviving Corporation as of February 28, 2019.
- SIXTH: The Plan of Merger was adopted by the board of directors and the shareholders of the Merging Corporation on February 28, 2019.

[Signature Page Follows]

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 607.1109, *Florida Statutes*, as of the 28th day of February, 2019.

WMB-ROI, INC.,
a Florida corporation

By: 

Name: Hill Ward Henderson

Title: President

THE LUNZ GROUP, INC.,
a Florida corporation

By: _____

Name: Bradley T. Lunz

Title: President

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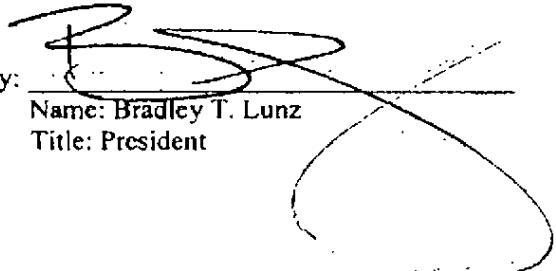
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IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 607.1109, *Florida Statutes*, as of the 28th day of February, 2019.

WMB-ROI, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

THE LUNZ GROUP, INC.,
a Florida corporation

By:  _____
Name: Bradley T. Lunz
Title: President

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EXHIBIT A

PLAN OF MERGER

This PLAN OF MERGER (this "Agreement") is made and entered into as of February 28, 2019, by and among WMB-ROI, INC., a Florida corporation (the "Merging Corporation"), and THE LUNZ GROUP, INC., a Florida corporation (the "Surviving Corporation").

Background

The Merging Corporation desires to merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions of this Agreement (the "Merger"). After the consummation of the Merger, the parties intend that the separate existence of the Merging Corporation will cease, and the Surviving Corporation will survive and own all of the rights and property and be subject to all of the liabilities of the Merging Corporation. This Agreement is the "plan of merger" as referenced in the Florida Business Corporation Act (the "Act").

Operative Terms

1. Parties to the Merger. The name, the jurisdiction, the entity type and the document number of each party to the Merger are as follows:

Name	Jurisdiction	Entity Type	Document No.
The Lunz Group, Inc.	Florida	Corporation	K00761
WMB-ROI, Inc.	Florida	Corporation	H14190

2. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, at the Effective Time (as defined in Section 3 below), the Merging Corporation shall be merged with and into the Surviving Corporation.

3. Effective Time. The parties will cause the Articles of Merger (the "Articles of Merger") to be executed and delivered to the Florida Department of State pursuant to the Act, and the Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State (the "Effective Time").

4. Effect of the Merger. At the Effective Time, as a result of the Merger and without any action on the part of either of the Surviving Corporation or the Merging Corporation:

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(a) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger:

(b) The Merger will have the effects set forth in Section 607.1106 of the Act, and all property, rights, and privileges of each of the parties shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the parties shall become the debts, liabilities and duties of the Surviving Corporation.

(c) The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall continue to serve as the Articles of Incorporation of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein and by applicable Law, and the Bylaws of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall continue to serve as the bylaws of the Surviving Corporation, until thereafter duly amended as provided therein.

(d) The effect of the Merger on shares of the capital stock (and any rights to acquire such shares, obligations, or other securities) of each party to the Merger is set forth in Section 5 below.

5. Effect on Shares. At the Effective Time, the Merger shall have the following effect on the outstanding shares of the Surviving Corporation and the Merging Corporation, without any action by the holders thereof:

(a) Shares of the the Merging Corporation Common Stock (the "Shares") that are owned by the Merging Corporation (as treasury stock or otherwise) or any of its respective direct or indirect wholly owned subsidiaries shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Each share of the Merging Corporation Common Stock issued and outstanding immediately prior to the Effective Time (other than cancelled Shares) will be converted into: (i) 15.37778 shares of the Surviving Corporation Common Stock.

(c) At the Effective Time, all shares of the Merging Corporation Common Stock will no longer be outstanding and all shares of the Merging Corporation Common Stock will be cancelled and retired and will cease to exist, and each holder of: (i) a certificate formerly representing any shares of the Merging Corporation Common Stock; or (ii) any book-entry shares which immediately prior to the Effective Time represented shares of the Merging Corporation Common Stock will cease to have any rights with respect thereto.

6. Filing of Articles of Merger. The Surviving Corporation shall cause a copy of the Articles of Merger which has been certified by the Department of State of the State of Florida to

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be filed in the recording office of any county in which real property is held by the Merging Corporation immediately prior to the Effective Time.

7. Counterparts. This Agreement may be executed in any number of counterparts (whether facsimile or portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

9. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

10. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

11. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

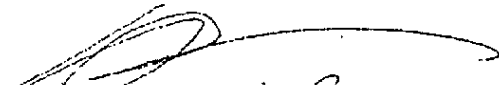
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**SIGNATURE PAGE
TO
PLAN OF MERGER**

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the parties as of the date first above written.

WMB-ROI, INC.,
a Florida corporation

By: 
Name: STEVEN J. RAYNOR
Title: CEO

THE LUNZ GROUP, INC.,
a Florida corporation

By: _____
Name: Bradley T. Lunz
Title: President

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**SIGNATURE PAGE
TO
PLAN OF MERGER**

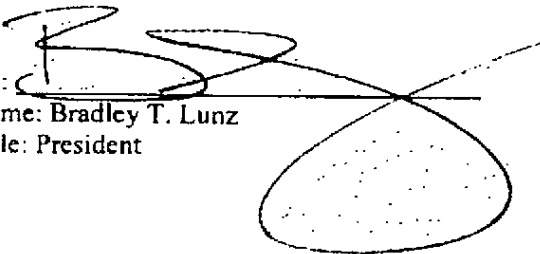
IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the parties as of the date first above written.

WMB-ROI, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

THE LUNZ GROUP, INC.,
a Florida corporation

By: _____
Name: Bradley T. Lunz
Title: President

A handwritten signature in dark ink is written over a horizontal line. Below the signature, there is a large, circular, textured stamp or seal, possibly a corporate seal, which is partially obscured by the signature and the line it crosses.

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