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MERGER OR SHARE EXCHANGE  
CYCLE SPORT CENTER, INC.

Certificate of Status	0
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Page Count	06
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*Merger*

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**ARTICLES OF MERGER**  
**OF**  
**ROXY ACQUISITION CORPORATION**  
**with and into**  
**CYCLE SPORT CENTER, INC**

FILED  
2018 DEC -4 AM 8:20  
SEP 11 2018  
CLERK OF COURT  
JAN 11 2018

Pursuant to Section 607.1105, Florida Statutes, **CYCLE SPORT CENTER, INC**, a Florida corporation (the "Surviving Corporation"), and **ROXY ACQUISITION CORPORATION**, a Florida corporation ("RAC"), submit these Articles of Merger (the "Articles"):

1. **Plan of Merger.** A copy of the Plan of Merger (the "Plan") of RAC and the Surviving Corporation is attached to these Articles as Exhibit "A" and is specifically incorporated herein by reference.

2. **Approval of Merger.** Each of RAC and the Surviving Corporation approved the Plan as of December 4 2018, in accordance with the applicable provisions of Chapter 607, Florida Statutes.

3. **Effective Time and Date.** The effective time and date of the Merger shall be at the time of filing on the date of filing these Articles of Merger with the Secretary of State of the State of Florida.

*[Signature page follows]*

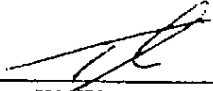
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IN WITNESS WHEREOF, RAC and the Surviving Corporation have executed these Articles of Merger as of December 4, 2018.

**Surviving Corporation:**

**CYCLE SPORT CENTER, INC.**, a Florida corporation

By:   
Thomas W. Wagner, its President

**RAC:**

**ROXY ACQUISITION CORPORATION**, a Florida corporation

By:   
Thomas W. Wagner, its President

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**EXHIBIT A – PLAN OF MERGER**

**PLAN OF MERGER**

**Of**

**ROXY ACQUISITION CORPORATION**  
**(a Florida corporation)**

**INTO**

**CYCLE SPORT CENTER, INC.**  
**(a Florida corporation)**

Plan of Merger approved by Roxy Acquisition Corporation, a Florida corporation ("RAC"), and Cycle Sport Center, Inc., a Florida corporation ("CSC" or the "Surviving Corporation"):

1. Effective Time and Date. The Merger will be effective at the time of filing with the Florida Secretary of State (the "Effective Time") on the date of filing with the Florida Secretary of State (the "Effective Date") the Articles of Merger. From and after the Effective Time on the Effective Date, the separate existence of RAC shall cease, and RAC will be merged, pursuant to Florida law, with and into CSC, which will continue its existence and be the company surviving the Merger.

2. Effect of Merger. As of Effective Time on the Effective Date, CSC will succeed to all of the rights, privileges, immunities and franchises, and all of the property, real, personal, and mixed, of RAC and CSC, without the necessity for any separate transfer. CSC will then be responsible and liable for all liabilities and obligations of RAC and CSC, as constituted immediately prior to the Effective Date of the Merger, and neither the rights of creditors nor any liens on the property of RAC or CSC will be impaired by the Merger. After the Effective Time, the stock transfer books of CSC shall be closed and thereafter there shall be no further registration of transfers of shares that were outstanding prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation for transfer, such certificates shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in the Plan of Merger.

3. By-laws. As of the Effective Time and without any further action on the part of CSC or RAC, the By-laws of RAC in effect immediately prior to the Effective Time, shall by virtue of the Merger, become the By-laws of the Surviving Corporation, until thereafter amended in accordance with their terms and as provided by law.

4. Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of CSC in effect immediately prior to the Effective Time shall be the Articles

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of Incorporation of the Surviving Corporation, which as of the Effective Time and by virtue of the Merger shall be amended as follows:

1. **ARTICLE II. CAPITAL STOCK** is hereby amended by deleting the words "having \$1 par value per share" and substituting therefor the words ", without par value."
2. **ARTICLE VI. PREEMPTIVE RIGHTS** is hereby deleted in its entirety and shall be replaced with the following: "**ARTICLE VI – PRINCIPAL OFFICE** The principal office and mailing address of the corporation in the State of Florida shall be 4001 John Young Parkway, Orlando, FL 32804."
3. **ARTICLE VIII. DIRECTORS** is hereby deleted in its entirety and **ARTICLE IX. INCORPORATOR** is hereby re-designated as **ARTICLE VIII**.

In all other respects, such Articles of Incorporation as so amended shall remain in full force and effect until thereafter amended in accordance with their terms and as provided at law.

5. **Directors and Officers**. From and after the Effective Time, the Board of Directors and officers of RAC immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation and shall hold office until their respective successors are duly elected and qualified or their earlier death, resignation or removal. Thomas W. Wagner shall serve as the initial sole director of the Surviving Corporation and Thomas W Wagner shall serve as the initial President, Secretary and Treasurer of the Surviving Corporation.

6. **Equity Interests**. Upon the Effective Date, by virtue of the Merger and without any action on the part of the CSC, RAC, or the holder of any shares the following securities:

A. **Shareholder Owning Shares of RAC Common Stock**. Each share of RAC Common Stock outstanding immediately prior to the Effective Time (the "Converted Shares"), all of which are held by Thomas W. Wagner, as Trustee and total 49 Shares, shall be converted into and become one (1) validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation, and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

B. **Shareholders Owning Shares of CSC Common Stock**. Each share of CSC Common Stock outstanding immediately prior to the Effective Time owned by all shareholders other than CSC shareholders owning shares of RAC Common Stock prior to the Effective Time (the "Cash and Note Consideration Shares") shall be converted into the right to receive Sixteen Thousand One Hundred Fifty and 47/100 Dollars (\$16,150.47), payable to the holder of such CSC Common Stock, (a) ten percent (10%) payable in cash

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(the "Cash Consideration"), in the manner provided in Section 7 and (b) ninety percent (90%) in the form of a promissory note payable to the holder of such CSC Common Stock (the "Note Consideration"), upon such terms and in the manner provided in Section 7. Immediately prior to the Effective Time, such shares of CSC Common Stock were held as follows: David P. Wagner, Trustee - 49 Shares, Robert Wagner - 1 Share; James Wagner - 1 Share; and Christopher Chad Dobson - 3.093 Shares.

7. Surrender of Certificates/Note Provisions. As promptly as practicable on or after the Effective Date, the holders of certificates representing shares of Cash and Note Consideration Shares, all of which are converted into the right to receive the Cash and Note Consideration by virtue of the Merger, shall surrender to the Secretary of the Surviving Corporation such certificates. Upon receipt of such certificates, the Surviving Corporation shall deliver to the applicable holder of the Cash and Note Consideration Shares (a) the per share Cash Consideration multiplied by the number of Cash and Note Consideration Shares held by such holder and (b) a promissory note payable to such holder (the "Note") in the principal amount of the per share Note Consideration multiplied by the number of Cash and Note Consideration Shares held by such holder. The Note will have a maturity date three (3) years from the date of issuance, shall bear interest from the date of issuance at the rate of 4.5% payable quarterly and shall be subject to prepayment without penalty. In the event that any Shareholder entitled to receive the Cash and Note Consideration is indebted to the Corporation and/or the Surviving Corporation upon the consummation of the Merger, then the Surviving Corporation may apply against amounts owed in respect of such indebtedness all or a portion of the Cash Consideration and/the Note to be received by such Shareholder. Solely at the option of the sole shareholder of the Surviving Corporation, such shareholder will provide collateral securing, or a personal guarantee for, the payment of the Notes limited in scope in all cases to the aggregate amount of the Notes as specifically set forth in this Agreement. As promptly as practical on or after the Effective Date, the holder of certificates representing the Converted Shares shall surrender to the Secretary of the Surviving Corporation such certificates and upon receipt of such certificates, the Surviving Corporation shall issue and deliver certificates of CSC representing the number of shares of the Surviving Corporation's common stock equal to the Converted Shares.

8. Approval. The Merger has been fully approved by the Board of Directors and by the Shareholders of each of RAC and CSC, in accordance with the provisions of the Florida Business Corporation Act (the "Act").

9. Compliance with Act. The Merger of RAC with and into CSC shall be authorized and carried out in the manner prescribed in the Act.

10. Filings. RAC and CSC agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida and that they cause to be performed all necessary acts with the State of Florida and elsewhere to effectuate the Merger.

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