

K33619

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

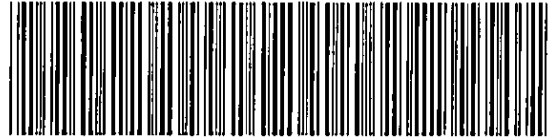
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Special Instructions to Filing Officer:

2019 DEC 16 AM 9:41

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S TALLENT  
DEC 17 2019

2019 DEC 16 AM 9:41  
STATE

Morgan

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

ACCOUNT NO. : I20000000195

REFERENCE : 102723 4329479

AUTHORIZATION

*[Signature]*

COST LIMIT : \$ 210.00

ORDER DATE : December 16, 2019

ORDER TIME : 1:30 PM

ORDER NO. : 102723-005

CUSTOMER NO: 4329479

ARTICLES OF MERGER

RIA-TRADEWINDS, INC.

INTO

FORTUNE HOTELS, INC.  
FLORIDA  
N

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: \_\_\_\_\_

## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1104 of the Florida Business Corporation Act.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Fortune Hotels, Inc.	Florida	K33619

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
RIA-Tradewinds, Inc.	Florida	P04000135899
RIA-Breckenridge, Inc.	Florida	P04000135743
RIA-Coral Reef, Inc.	Florida	P14000098632
The Forward Group Incorporated	Florida	503308
CHIGI, Inc.	Florida	P99000111642

**Third:** The Plan of Merger pursuant to which the merging corporations shall merge with and into the surviving corporation is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

**Fourth:** The merger shall become effective as of December 16, 2019.

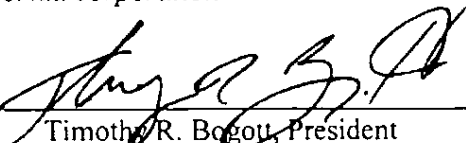
**Fifth:** The Plan of Merger was adopted by the board of directors of the surviving corporation on December 13, 2019 and shareholder approval was not required.

**Sixth:** As wholly-owned subsidiaries of the surviving corporation, board of directors and shareholder approval of the merging corporations was not required pursuant to Section 607.1104(1)(b) of the Florida Business Corporation Act.

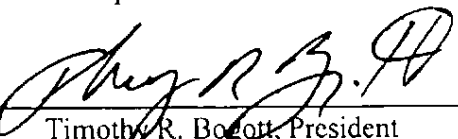
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**Seventh:** The undersigned corporations have caused this statement to be signed as of the 16 day of December, 2019, by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

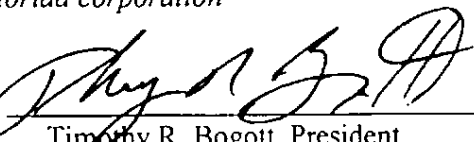
**FORTUNE HOTELS, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

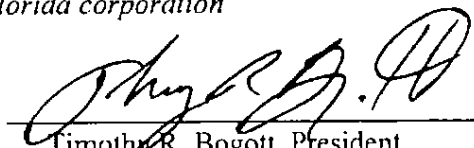
**RIA-TRADEWINDS, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

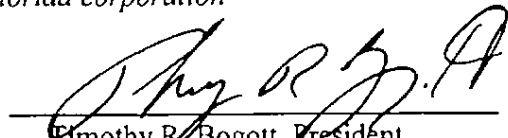
**RIA-BRECKENRIDGE, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

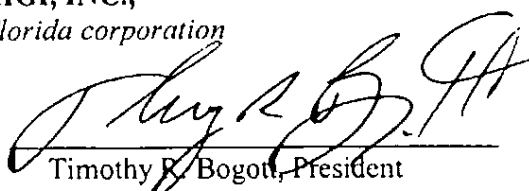
**RIA-CORAL REEF, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

**THE FORWARD GROUP INCORPORATED,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

**CHIGI, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

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**EXHIBIT A**  
**PLAN OF MERGER**

## **PLAN OF MERGER**

This Plan of Merger (this "Plan") dated as of December 16, 2019, by and between Fortune Hotels, Inc., a Florida corporation, and FNTC Merger Sub, Inc., a Florida corporation, is submitted in compliance with Section 607.1101 and Section 607.1105, Florida Statutes.

**FIRST:** The name, entity type and jurisdiction of the merging parties are as follows (the "Merging Parties"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
RIA-TRADEWINDS, INC.	CORPORATION	FLORIDA
RIA-BRECKENRIDGE, INC.	CORPORATION	FLORIDA
RIA-CORAL REEF, INC.	CORPORATION	FLORIDA
THE FORWARD GROUP INCORPORATED	CORPORATION	FLORIDA
CHIGI, INC.	CORPORATION	FLORIDA

**SECOND:** The name, entity type and jurisdiction of the surviving party are as follows (the "Surviving Party"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
FORTUNE HOTELS, INC.	CORPORATION	FLORIDA

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

- (a) In accordance with the provisions of the Florida Business Corporation Act, the Merging Parties shall be merged with and into the Surviving Party and thereupon, the separate existence of each of the Merging Parties shall cease and the Surviving Party shall continue to exist under the name Fortune Hotels, Inc., to be governed by the laws of the State of Florida (the "Merger"), and the separate existence of the Surviving Party with all its rights, privileges, powers, immunities and franchises, will continue unaffected by the Merger, except as set forth in this Plan. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Department of State (the "Effective Time").
- (b) The articles of incorporation of the Surviving Party as in effect immediately prior to the Effective Time shall remain in effect until new Articles are adopted.
- (c) The Bylaws of each of the Merging Parties, if any, shall cease to exist and the Surviving Party's Bylaws shall remain in effect until new Bylaws are adopted.
- (d) The officers and Board of Directors of each of the Merging Parties shall cease to exist in their respective positions of such Merging Party and the officers and Board of Directors of the Surviving Party shall remain the officers and Board of Directors of the Surviving Party at the Effective Time.
- (e) Prior to the Effective Time, each of the Merging Parties and the Surviving Party shall take all action necessary or appropriate in order to effectuate the Merger. If,

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at any time after the Effective Time, the Surviving Party shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers or authorized representatives of the Surviving Party or the Merging Parties, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Party, any and all such conveyances, agreements, documents, instruments, and assurances and perform all further acts requested by the Surviving Party to carry out the provisions of this Plan.

**FOURTH:** The manner and basis of converting the shares of each of the Merging Parties into securities of the Surviving Party are as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of shares of capital stock of each of the Merging Parties issued and outstanding immediately prior to the Effective Time (the "Subsidiary Shares"), all of the Subsidiary Shares shall be cancelled and retired and no shares of the Surviving Party, cash or other consideration shall be paid or delivered in exchange therefor. As of the Effective Time, all of the shares of each class and series of capital stock of the Surviving Company ("Parent Shares") issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holders thereof, continue unchanged and remain outstanding. From and after the Effective Time, the Subsidiary Shares will no longer be outstanding and will be canceled and retired and will cease to exist.

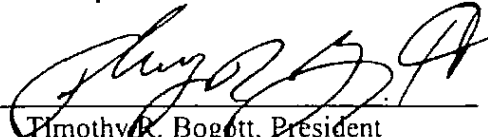
**FIFTH:** At the Effective Time, all property, real, personal and mixed, of each of the Merging Parties, and all debts due, as well as all other things and causes of action belonging to each of the Merging Parties, shall be vested in the Surviving Party, and shall thereafter be the property of the Surviving Party as they were of each of the Merging Parties, and the title to any real property vested by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger, but rather shall immediately vest in the Surviving Party without further action by any Merging Party or the Surviving Party. All rights of creditors and all liens upon any property of each of the Merging Parties shall be preserved unimpaired, and all debts, liabilities and duties of each of the Merging Parties that have merged shall attach to the Surviving Party and may be enforced against the Surviving Party to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Surviving Party.

\* \* \*

**IN WITNESS WHEREOF**, the parties have executed this Plan of Merger as of the date first set forth above.

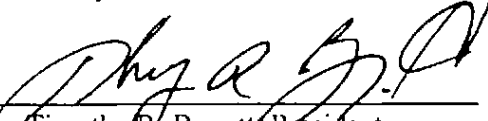
**SURVIVING PARTY:**

**FORTUNE HOTELS, INC.,**  
*a Florida corporation*

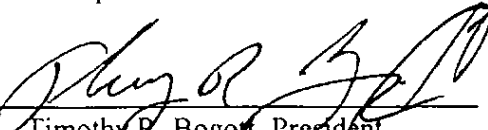
By:   
Timothy R. Bogott, President

**MERGING PARTIES:**


**RIA-TRADEWINDS, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

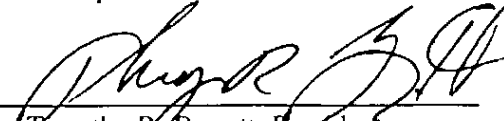
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*a Florida corporation*

By:   
Timothy R. Bogott, President

**RIA-CORAL REEF, INC.,**  
*a Florida corporation*

By:   
Timothy R. Bogott, President

**THE FORWARD GROUP INCORPORATED,**  
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By:   
Timothy R. Bogott, President

**CHIGI, INC.,**  
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By:   
Timothy R. Bogott, President