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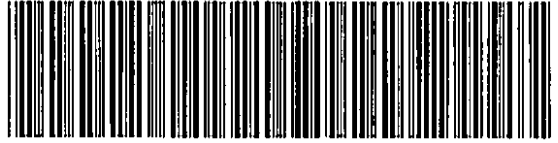
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MARIO A. LAMAR, P.A.
ATTORNEYS AND COUNSELORS AT LAW

MARIO A. LAMAR
GUILAINE LAMAR SOSA

3971 SW. 8TH Street
Miami, Florida 33134
Phone: (305) 442-4748
Fax: (305) 442-4737
Email: MLamar@Lamarlaw.com

April 6, 2020

TO: SECRETARY STATE OF FLORIDA
Division Of Corporations
2415 N. Monroe Street
Tallahassee, Florida 32314

SUBJECT: MARIO A. LAMAR P.A.

DOCUMENT NUMBER: K 94020

Enclosed please find: Articles of Merger, Agreement and Plan of Merger submitted for filing and filing fee of \$70.00 payable to Department of State.

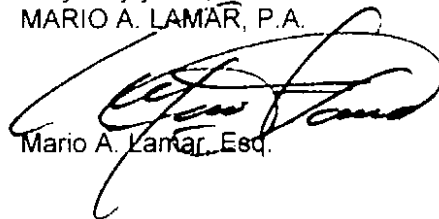
Please return all correspondence concerning this matter to the following :

MARIO A. LAMAR, ESQ.
MARIO A. LAMAR, P.A.
3971 SW. 8TH STREET
SUITE #305
MIAMI, FLORIDA 33134

For further information concerning this matter please contact me at:

PHONE: (305) 442-4748
Fax: (305) 442-4737
Email: MLamar@lamarlaw.com

Very truly yours,
MARIO A. LAMAR, P.A.



Mario A. Lamar, Esq.

MAL/cr

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

2020 MAR

3:10

April 20, 2020

MARIO A. LAMAR, ESQ.
MARIO A. LAMAR, P.A.
3971 SW 8TH STREET - STE. 305
MIAMI, FL 33134

SUBJECT: MARIO A. LAMAR, P.A.
Ref. Number: K94020

We have received your document for MARIO A. LAMAR, P.A. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 520A00008216

**ARTICLES OF MERGER
OF
MARIO A. LAMAR P.A.
AND
MARIO A. LAMAR PLLC**

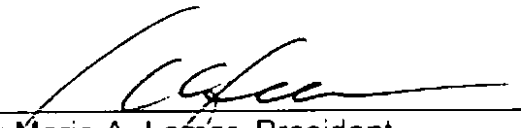
Pursuant to the provisions of §607 Florida Statutes, MARIO A. LAMAR P.A. as the Surviving Entity in a Merger, hereby submits the following Articles of Merger.

1. **Parties to the Merger.** The names, jurisdiction of formation or organization and principal office addresses of the entities which are parties to the merger ("the Merger") contemplated by these Articles of Merger ("Articles") are:
 - a. Mario A. Lamar, P.A. a Florida professional service corporation located at 3971 SW 8 Street Miami, Florida 33134 organized under the laws of the State of Florida under document number K94020.
 - b. Mario A. Lamar PLLC, a Florida professional service limited liability company located at 3971 SW 8 Street Miami, Florida 33134 organized under the laws of the State of Florida document number L17000156227.
2. **Surviving Entity.** The Surviving Entity in the Merger is Mario A. Lamar P.A. a Florida corporation located at 3971 SW 8 Street Miami, Florida organized under document number K94020.
3. **PAYMENT OF MEMBERS.** The Surviving Entity has agreed to pay to the members of the limited liability company, with appraisal rights the amount to which such members are entitled under the provisions of §605.1006 and 605.1061-605.1072.
4. **Plan of Merger.** The Plan of Merger is set forth in an Agreement and Plan of Merger dated April 6, 2020 between the Merging Company and the Surviving Entity copy of which is attached hereto as Exhibit "A".
5. **Approval.** The attached Agreement of Merger meets the requirements of §605 and 607 Florida Statutes, was approved the Manager and by all the members of the limited liability company in accordance with §605.1021-605.1026 Florida Statutes and all the Directors and Stockholder of MALPA. The merging is permitted under the laws of the State of Florida and not prohibited by the by-laws of the surviving entity or the operating agreement of the Merging Company.
6. **Effective Date.** The effective date of this Merger shall be on the filing date.

7. **Execution.** These Articles of Merger comply with and were executed in accordance with the laws of the State of Florida .

SURVIVING ENTITY

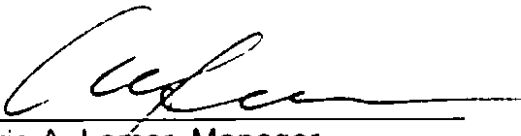
MARIO A. LAMAR P.A.

Signature 
By Mario A. Lamar, President

Dated this 6 day of April 2020

MERGING ENTITY

MARIO A. LAMAR PLLC.

Signature 
By Mario A. Lamar, Manager

Dated this 6 day of April 2020

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("the Agreement") is entered into this 6th day of April 2020 by and between:

Mario A. Lamar, P.A. a Florida professional service corporation located at 3971 SW 8 Street Miami, Florida (hereinafter the "Surviving Entity" or MALPA)
and

Mario A. Lamar PLLC, a Florida professional service limited liability company located at 3971 SW 8 Street Miami, Florida (hereinafter MALPLL or the "Merging Entity")

WITNESSETH:

WHEREAS, MALPA is a professional service corporation organized under the laws of the State of Florida.

WHEREAS, MALPLL is a professional service limited liability company organized under the laws of the State of Florida.

WHEREAS, the Surviving Entity is a professional service corporation organized under the laws of the State of Florida.

WHEREAS, pursuant to duly authorized action by the directors and stockholders of MALPA and the members of MALPLL have determined that they should merge (the "Merger") upon the terms and conditions set forth herein and in accordance with Chapters 605 and 607 Florida Statutes.

NOW, THEREFORE in consideration of the premises and mutual covenants herein contained, the Merging Entity and the Surviving Entity agree as follows:

- 1 **MERGER.** MALPLL agrees that it should merge with and into MALPA as a single surviving entity upon the terms and conditions set forth in this Agreement and that MALPA shall continue under the laws of the State of Florida as the Surviving Entity.
- 2 **SURVIVING ENTITY.** On or after the effective date of the Merger:

2.1 **MALPA** shall be the Surviving Entity and shall continue to exist under the laws of the State of Florida, with all the rights and obligations of such Surviving Entity.

2.2 **MALPLLC** shall cease to exist and its property shall become the property of the Surviving Entity.

3 **TERMS AND CONDITIONS OF MERGER.** The charter of **MALPA** shall continue in full force and effect as the Surviving Entity.

4 **MANNER AND BASIS OF CONVERTING MEMBERSHIP INTEREST INTO SURVIVING ENTITY.** The outstanding interest of the members of **MALPLLC** shall be cancelled for full and valuable consideration and no longer be issued or outstanding. The shares of the Surviving Entity will be reissued to reflect the same percentage interest as that of the Merging Entity. There shall be no further rights either to acquire shares or otherwise.

5 **APPROVAL.** The Merger contemplated in this Agreement has previously been submitted and approved by the members of **MALPLLC** and the director and sole stockholder of the Surviving Entity in accordance with Chapters 605 and 607 Florida Statutes, respectively. Subsequent to the execution of this agreement by the appropriate officers of the Merging Entity and the Surviving Entity are hereby authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents as the same may be necessary or proper to render effective the Merger contemplated in this Agreement.

6 **PROPOSED AMENDMENTS TO RULES OF MALPA.** None

7 **EFFECTIVE DATE OF MERGER.** The effective date of Merger shall be on the filing date.

8 **MISCELLANEOUS.**

8.1 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

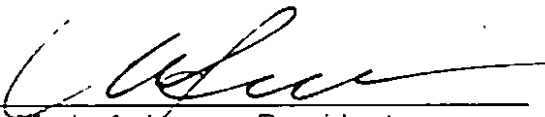
8.2 **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto, the members of the Merging Entity and the stockholders of the Surviving Entity and no other person or entity shall have any rights or benefits whatsoever under this Agreement.

8.3 **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, Mario A. Lamar, P.A. and Mario A. Lamar PLLC have caused this Agreement to be executed by their duly authorized representative.

SURVIVING ENTITY

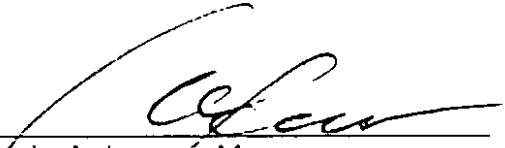
MARIO A. LAMAR P.A. --

Signature 
By Mario A. Lamar, President

Dated this 6 day of April 2020

MERGING ENTITY

MARIO A. LAMAR PLLC.

Signature 
By Mario A. Lamar, Manager

Dated this 6 day of April 2020