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DEPARTMENT OF ALA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

DEC 19 2018
C McNAIR

23

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

2018 DEC 18 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : I20000000195
REFERENCE : 541377 7424246
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 90.00

ORDER DATE : December 13, 2018

ORDER TIME : 3:45 PM

ORDER NO. : 541377-015

CUSTOMER NO: 7424246

ARTICLES OF MERGER

CPC MCCI INTERMEDIATE HOLDINGS, INC.

INTO

MCCI, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft --- ext 62925

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MCCI, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fees are submitted for filing.

Please return all correspondence concerning this matter to:

Martin A. Sarafa

Contact Person

Century Park Capital Partners

Firm/Company

2101 Rosecrans Avenue, Suite 4275

Address

El Segundo, CA 90245

City, State and Zip Code

msarafa@cpclp.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Martin A. Sarafa

at (310) 867-2210

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

2018 DEC 18 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Limited Liability Company

2018 DEC 18 PM 4:32

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CPC MCCi Intermediate Holdings, Inc.	Delaware	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MCCI, LLC	Florida	Limited Liability Company
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

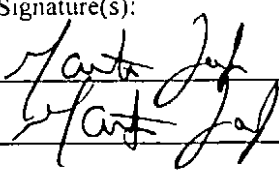
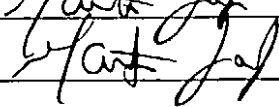
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

N/A

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
CPC MCCi Intermediate Holdings, Inc.		Martin A. Sarafa
MCCi, LLC		Martin A. Sarafa
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is entered into by and between CPC MCCi Intermediate Holdings, Inc., a Delaware corporation (the "**Parent**"), and MCCi, L.L.C. a Florida limited liability company (the "**Subsidiary**"), as of December 18, 2018.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

A. The Merger

1. Surviving Entity. Upon the time of filing (the "**Effective Time**") of Articles of Merger with the Florida Department of State, Division of Corporations and the simultaneous filing of a Certificate of Merger with the Secretary of the State of Delaware:

- a. the Parent shall be merged with and into the Subsidiary (the "**Merger**") in accordance with Section 607.1107 of the Florida Business Corporations Act and Title 8, Section 252 of the General Corporation Law of the State of Delaware;
- b. the Subsidiary shall be the surviving company of the Merger (hereinafter sometimes called the "**Surviving LLC**");
- c. the identity, existence, rights, privileges, powers, franchises, properties and assets of the Subsidiary shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC; and
- d. the identity and separate existence of the Parent shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Parent shall be vested in the Surviving LLC.

2. Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement of the Subsidiary shall be the Operating Agreement, as amended, of the Surviving LLC, and the managers(s) and any officers of the Subsidiary in office immediately prior to the Effective Time shall become the managers(s) and officers of the Surviving LLC as of the Effective Time.

3. Membership Interest Conversion. At the Effective Time each outstanding share of capital stock of the Parent outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Subsidiary or the Parent, be cancelled; and all of the membership interests in the Subsidiary outstanding prior to the Merger shall remain outstanding membership interests in the Surviving LLC following the Merger.

B. General.

1. Conditions to the Merger. The Merger shall have been duly authorized by both the Parent and the Subsidiary prior to the filing of the Articles of Merger with the Florida Department of State, Division of Corporations effecting the Merger.

2. Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the consent of either the board of directors of the Parent or the board of managers of the Subsidiary. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, managers or members shall have any liability hereunder.

3. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

4. Entire Agreement. This Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

5. Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the parties hereto.

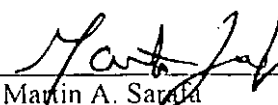
6. Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized signatory as of the date first set forth above.

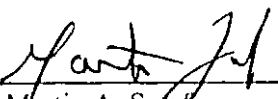
SURVIVING COMPANY:

MCCi, LLC

By: 
Name: Martin A. Sarata
Title: Vice President

TERMINATING COMPANY:

**CPC MCCI INTERMEDIATE HOLDINGS,
INC.**

By: 
Name: Martin A. Sarata
Its: President