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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

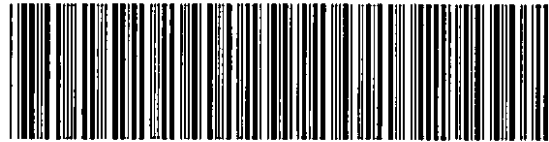
(Business Entity Name)

(Document Number)

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M. J. G.

NOV 22 2019

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: TB HOMES, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

ERIC P. FRANTZEN

Contact Person

TB HOMES, LLC

Firm/Company

3110 S. DALE MABRY HIGHWAY

Address

TAMPA, FLORIDA 33629

City, State and Zip Code

eric@tb-homes.com

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

For further information concerning this matter, please call:

ERIC P. FRANTZEN

813

270 - 9815

Name of Contact Person

at (_____) _____

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 7, 2019

ERIC P. FRANTZEN
3110 S. DALE MABRY HWY
TAMPA, FL 33629

SUBJECT: TB HOMES, LLC.
Ref. Number: L12000007810

We have received your document for TB HOMES, LLC. and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 605.1025(1) or 607.1105(1), requires a signature for each entity involved in the merger. If one person is signing on behalf of more than one entity, please indicate so with the signature.

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: 519A00023018

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**Articles of Merger
For
Florida Limited Liability Company**

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

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>
TAMPA BAY PLAZA LLC	FLORIDA	LLC

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>
TB HOMES, LLC	FLORIDA	LLC

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).

2013 JUN 11: 29

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:



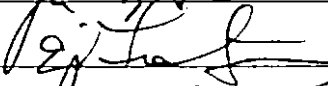
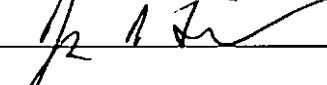
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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:

SEPTEMBER 30, 2019

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:
TAMPA BAY PLAZA LLC by PSTRIPE, LLC, MC		ERIC P. FRANTZEN, MGR
TAMPA BAY PLAZA LLC by PSTRIPE, LLC, MC		JOHN B. FRANTZEN, MGR
TB HOMES, LLC		ERIC P. FRANTZEN, MGR
TB HOMES, LLC		JOHN B. FRANTZEN, MGR

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

PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement"), dated as of the 26th day of September, 2019, by and between **TB HOMES, LLC**, a Florida limited liability company, with its principal offices located at 3110 S. Dale Mabry Highway, Tampa, Florida 33629 ("Surviving Company") and **TAMPA BAY PLAZA LLC**, a Florida limited liability company, with its principal offices located at 3110 S. Dale Mabry Highway, Tampa, Florida 33629 ("Merging Company"), and collectively, the Surviving Company and the Merging Company are the "Constituent Companies").

RECITALS:

WHEREAS, the parties desire that the Merging Company be merged into the Surviving Company (the "Merger"), with the Surviving Company being the surviving entity, all as more particularly set forth herein; and

WHEREAS, the managers of each of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective entities and the members thereof, and have recommended to their respective members that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

ARTICLE I MERGER

Section 1.1. Merger. In accordance with the provisions of this Merger Agreement and Sections 605.1021 – 605.1026, *Fla. Stat.*, the Merging Company shall be merged with and into the Surviving Company, the separate existence of the Merging Company shall cease, and the name of the Surviving Company shall be TB HOMES, LLC.

Section 1.2. Articles of Merger. The information contained in the articles of merger filed with the Department of State of the State of Florida (the "Articles of Merger") is hereby incorporated by reference into this Plan of Merger.

Section 1.3. Effective Date. The Merger shall become effective immediately, upon the later of the parties causing the filing of the Articles of Merger with the Department of State of the State of Florida, in such form as is required by, and executed in accordance with, Section 605.1025, *Fla. Stat.*; provided, however, that if such Articles of Merger specify a later time, then the Merger shall become effective upon such specified later time. The date of such effectiveness is referred to in this Agreement as the "Effective Date."

Section 1.4. Effect of the Merger. Upon the Effective Date, the separate existence of the Merging Company shall cease, and the Surviving Company shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date; (ii) be subject to all actions previously taken by its managers and the Merging Company's managers; (iii) succeed, without other transfer, to all of the assets, rights, powers and property of the Merging Company; (iv) continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date; and

(v) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merging Company in the same manner as if the Surviving Company had itself incurred them.

ARTICLE 2

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

Section 2.1. Articles of Organization. The Articles of Organization of the Surviving Company in effect at the Effective Date shall be the articles of organization of the Surviving Company, attached as Exhibit A to this Agreement.

Section 2.2. Operating Agreement. The operating agreement of the Surviving Company in effect at the Effective Date shall be the operating agreement of the Surviving Company (which is held at the offices of the Surviving Company), until such time, if any, that such operating agreement is amended.

Section 2.3. Name. The name of the Surviving Company, as of the Effective Date, shall be "TB HOMES, LLC."

Section 2.4. Managers. The managers of the Surviving Company immediately prior to the Effective Date shall be the managers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Organization or the operating agreement of the Surviving Company.

ARTICLE 3

MANNER OF CONVERSION OF MEMBERSHIP INTERESTS

Section 3.1. Merging Company Membership Interests. Upon the Effective Date, each percentage of membership interests in the Merging Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action by the Constituent Companies, the holder of such membership interests or any other person, be converted into and exchanged for one tenth (1/10) of a percentage of fully paid and nonassessable membership interest in the Surviving Company, such that the members of the Merging Company shall receive ten percent (10%) of the percentage of membership interests in the Surviving Company.

Section 3.2. Surviving Company Membership Interests. Upon the Effective Date, the Surviving Company, by and through its Managers and Members, shall authorize an additional ten percent (10%) of the percentage of membership interests in the Surviving Company. In addition, upon the Effective Date, each percentage of membership interests in the Surviving Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action by the Constituent Companies, or the holder of such membership interests or any other person, remain as authorized, issued and outstanding membership interests of the Surviving Company, without any consideration being delivered to the holder, subject to dilution, as set forth hereinabove in this Section.

Section 3.3. Exchange of Certificates. After the Effective Date, each holder of an outstanding certificate representing membership interests in the Merging Company shall surrender the same for cancellation to the Surviving Company, and each such holder shall be entitled to receive in exchange a certificate or certificates representing the percentage of membership interests in the Surviving Company into which the membership interests formerly representing by the surrendered certificate were converted in accordance with Article 3, Section 3.1 of this Agreement. In addition, after the Effective Date, each holder of an outstanding certificate representing membership interests in the Surviving Company shall, at such holder's option surrender the same for cancellation to the Surviving Company, and each such holder shall be entitled to receive in exchange a certificate or certificates representing the percentage of diluted

membership interests in the Surviving Company in accordance with Article 3, Section 3.2 of this Agreement. Each certificate representing percentage of membership interests in the Surviving Company issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificate of the Merging Company converted in exchange for the percentage of interests in the Surviving Company, unless otherwise determined by the managers of the Surviving Company in compliance with applicable laws. Ultimately, because the members of the Merging Company and the members of the Surviving Company are identical in terms of name and percentage of ownership of membership interests, the percentage of membership interests owned by the members of the Surviving Company, represented by the new certificates, shall be identical to the percentage of membership interests owned by the members of the Surviving Company after the Merger.

ARTICLE 4 CONDITIONS

The obligations of the Merging Company under this Merger Agreement shall be conditioned upon the occurrence of the following events:

(a) The principal terms of this Merger Agreement shall have been approved by the members and managers of the Merging Company and the managers and members of the Surviving Company; and

(b) Any consents, approvals or authorizations that the Merging Company or the Surviving Company deem necessary, appropriate or convenient to be obtained in connection with the consummation of the Merger shall have been obtained.

ARTICLE 5 GENERAL

Section 5.1. Covenants of the Surviving Company. The Surviving Company covenants and agrees that it will, on or before the Effective Date:

(a) File this Merger Agreement in the name and on behalf of the Surviving Company with the Department of State of the States of Florida; and

(b) Take such other actions as may be required by the Florida Statutes.

Section 5.2. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of the Merging Company such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Company and the Merging Company such further and other actions, as shall be necessary, appropriate or convenient in order to vest or perfect in or conform of record or otherwise by the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Company and otherwise to carry out the purposes of this Merger Agreement, and the managers and members of the Surviving Company are fully authorized in the name and on behalf of the Merging Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 5.3. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the managers and members of either or both of the Constituent Companies, notwithstanding the approval of this Merger Agreement by the members of the Merging Company or by the members of the Surviving Company, or by both. In the

event of the termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no obligations on either of the Constituent Companies or their respective managers or members with respect to this Agreement.

Section 5.4. Amendment. The managers and members of the Constituent Companies may amend this Merger Agreement at any time prior to the filing of this Merger Agreement with the Department of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Merger Agreement by the managers and members of either Constituent Companies shall not, unless approved by such managers and members as required by law:

(a) Alter or change the amount or kind of membership interests, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the membership interests of any class or series thereof of such Constituent Companies;

(b) Alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger; or

(c) Alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class or series of membership interests of any of the Constituent Companies.

Section 5.5. Registered Office. The registered office of the Surviving Company in the State of Florida is 3110 S. Dale Mabry Highway, Tampa, Florida 33629, and the registered agent of the Surviving Company is Eric P. Frantzen at 3110 S. Dale Mabry Highway, Tampa, Florida 33629.


Section 5.6. Governing Law. This Merger Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

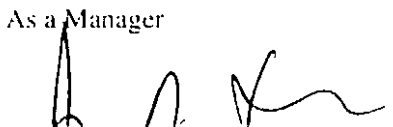
Section 5.7. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the managers of the Constituent Companies have caused this Merger Agreement to be duly executed and delivered as of the date first above written.

SURVIVING COMPANY:

TB HOMES, LLC. a Florida limited liability company

By: 
Eric P. Frantzen,
As a Manager

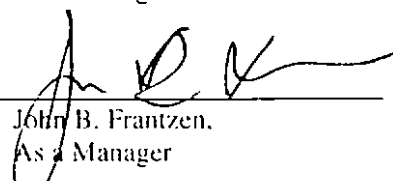
By: 
John B. Frantzen,
As a Manager

MERGING COMPANY:

TAMPA BAY PLAZA LLC. a Florida limited liability company

By: **P STRIPE, LLC.** a Florida limited liability company

By: 
Eric P. Frantzen,
As a Manager

By: 
John B. Frantzen,
As a Manager