

**Florida Department of State**  
**Division of Corporations**  
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To:

Division of Corporations  
 Fax Number : (850) 617-6380

From:

Account Name : CAPITOL SERVICES, INC.  
 Account Number : 120160000017  
 Phone : (855) 498-5500  
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S TALLENT  
 FEB 18 2019

\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

**MERGER OR SHARE EXCHANGE**  
**CARMIKE CONCESSIONS, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	<del>\$68.75</del>

\$78.75

Merger

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Carmike Concessions, LLC

\_\_\_\_\_  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Colleen Tieman

\_\_\_\_\_  
Contact Person

Husch Blackwell LLP

\_\_\_\_\_  
Firm/Company

13330 California Street, Suite 200

\_\_\_\_\_  
Address

Omaha, Nebraska 68154

\_\_\_\_\_  
City, State and Zip Code

colleen.tieman@huschblackwell.com

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

For further information concerning this matter, please call:

Colleen Tieman

at (402) 964-5063

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**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

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

FILED  
19 FEB 15 PM 1:51  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF  
DADE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
Carmike Giftco, Inc.	Florida	Profit Corporation
		P12000092263

**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>
Carmike Concessions, LLC	Florida	Limited Liability Company
		L13000165873

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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: 02/15/2019

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**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.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

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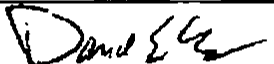
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity: N/A

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Carmike Giftco, Inc.		Kevin M. Connor
Carmike Concessions, LLC		Daniel E. Ellis

**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 a member or authorized representative

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75

## **PLAN OF MERGER**

**THIS PLAN OF MERGER** (the "Plan") is entered into this 14th day of February, 2019, by and among (a) Carmike Giftco, Inc., a Florida corporation ("Giftco") and (b) Carmike Concessions, LLC, a Florida limited liability company ("Concessions"), which entities are hereinafter sometimes referred to jointly as the "Constituent Companies".

**WHEREAS**, the Constituent Companies deem it desirable that, upon the terms and subject to the conditions hereof, Giftco merge with and into Concessions, under and pursuant to the terms and conditions of Section 605.1021 of the Florida Revised Limited Liability Company Act (the "LLC Act") and Section 607.1108 of the Florida Business Corporation Act (the "Corporation Act"), with Concessions as the surviving entity of such merger (the "Merger"); and

**WHEREAS**, the sole member and sole manager of Concessions and the board of directors and sole shareholder of Giftco have, by resolution adopted by unanimous written consent, duly adopted and approved this Plan and directed that it be executed by the undersigned officers.

**NOW, THEREFORE**, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE I THE MERGER**

#### **1. The Merger.**

(a) Giftco shall be merged with and into Concessions, with Concessions as the surviving entity (the "Surviving Company"), pursuant to this Plan and in accordance with the LLC Act and Corporation Act. This Plan is intended to and meets the requirements of a plan of merger under the LLC Act and Corporation Act.

(b) The Surviving Company shall file the Articles of Merger with the Department of State of the State of Florida, and shall make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective on February 14, 2019 (the "Effective Date"). On the Effective Date, the separate existence of Giftco shall cease and Giftco shall be merged with and into the Surviving Company.

2. Manner and Basis of Conversion of Stock. On the Effective Date, all of the stock of Giftco shall be cancelled without consideration.

### **ARTICLE II THE SURVIVING COMPANY**

2.1 Governing Documents. The Articles of Organization and operating agreement of Concessions shall remain effective as the Articles of Organization and operating agreement of the Surviving Company and shall not be changed as a result of or in connection with the Merger.

2.2 Managers and Officers. Daniel E. Ellis, who serves as the manager of Concessions as of the Effective Date, with a business address of One AMC Way, 11500 Ash Street, Leawood, Kansas 66211, shall continue as the manager of the Surviving Company. The persons who are the officers of

Concessions on the Effective Date shall continue as the officers of the Surviving Company until their respective successors shall be duly elected and qualified.

### ARTICLE III TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Transfer, Conveyance and Assumption. On the Effective Date, Concessions shall continue in existence as the Surviving Company, and without further transfer, shall succeed to and possess all of the rights, privileges, and powers of Giftco, and all of the assets and property of whatever kind and character of Giftco shall vest in Concessions without further act or deed. Thereafter, Concessions, as the Surviving Company, shall assume and be liable for all liabilities and obligations of Giftco, including all valid and enforceable rights of creditors and valid and enforceable liens, debts, liabilities, obligations, and duties, and all such liabilities and obligations may be enforced against Concessions to the same extent as if they had been initially incurred or contracted by Concessions.

### ARTICLE IV CERTIFICATION

4.1 Approval by Concessions. This Plan was duly adopted and approved by written consent of the member and manager of Concessions in accordance with the applicable laws of the State of Florida and the operating agreement of Concessions.

4.2 Approval by Giftco. This Plan was duly adopted and approved by written consent of the board of directors and sole shareholder of Giftco in accordance with the applicable laws of the State of Florida and the bylaws of Giftco.

### ARTICLE V CONDITIONS

5.1 Termination. The Merger and this Plan may be abandoned at any time prior to the filing of the Articles of Merger by the sole member of Concessions and the sole shareholder of Giftco, evidenced by and through appropriate resolutions. In the event of the termination and abandonment of this Plan and the Merger pursuant to this Section 5.1, this Plan shall become void and have no effect and shall not impose any liability on the part of either of the member or manager of Concessions or the board of directors or shareholder of Giftco in respect thereof.


5.2 Amendment. The Constituent Companies, by mutual consent of the member and manager of Concessions and board of directors and shareholder of Giftco, may at any time prior to the filing of the Articles of Merger, amend this Plan in such manner as may be agreed upon by them in writing, subject to limitations imposed by applicable law.

5.3 Counterparts. This Plan may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same agreement.

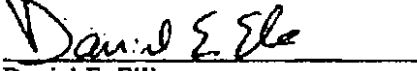
*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be duly executed as of the day and year first above written.

**Carmike Giftco, Inc.**

By:   
Name: Kevin M. Connor  
Title: SVP, General Counsel and Secretary

**Carmike Concessions, LLC**

By:   
Name: Daniel E. Ellis  
Title: Manager