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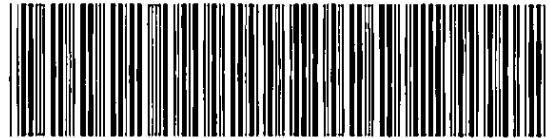
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**DATE: 12/28/18**

**NAME: IRONMAN MARYLAND EVENTS, LLC**

**TYPE OF FILING: MERGER**

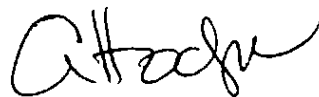
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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



ARTICLES OF MERGER  
OF  
IRONMAN MARYLAND EVENTS, LLC  
a Florida limited liability company

**FILED**

2018 DEC 28 PM 1:55

SECRETARY OF STATE  
TALLAHASSEE, FL

WITH AND INTO

WORLD TRIATHLON CORPORATION,  
a Florida corporation

The following articles of merger (the "Articles of Merger") are being submitted in accordance with the section 605.1025 of the Florida Revised Limited Liability Company Act and Section 607.1109 of the Florida Business Corporation Act.

**FIRST: THE SURVIVING PARTY**

The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is as follows:

| <u>Name</u>                 | <u>Jurisdiction</u> | <u>Entity Type</u> |
|-----------------------------|---------------------|--------------------|
| World Triathlon Corporation | Florida             | Corporation        |

**SECOND: THE MERGING PARTY**

The name and jurisdiction of the merging company (the "Merging Company") is as follows:

| <u>Name</u>                  | <u>Jurisdiction</u> | <u>Entity Type</u>        |
|------------------------------|---------------------|---------------------------|
| Ironman Maryland Events, LLC | Florida             | Limited Liability Company |

**THIRD:** A copy of the Plan of Merger is attached hereto as Exhibit A.

**FOURTH:** The merger shall become effective on the date and at the time that the Articles of Merger are filed with the Florida Department of State (the "Effective Time"). At the Effective Time of the merger, the Merging Company shall be merged with and into the Surviving Corporation.

**FIFTH:** The Plan of Merger was adopted by the board of directors of the Surviving Corporation in accordance with Section 607.1108 of the Florida Business Corporation Act on December 28, 2018 and shareholder approval was not required.

**SIXTH:** The Plan of Merger was adopted by the sole member Merging Company in accordance with Section 605.1023 of the Florida Revised Limited Liability Company Act (the "Act") on December 28, 2018.

**SEVENTH:** The Surviving Corporation has agreed to pay any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

**IN WITNESS WHEREOF**, the duly authorized officers of the Surviving Corporation and the Merging Company have executed and delivered these Articles of Merger as of December 28, 2018.

**SURVIVING CORPORATION:**

**World Triathlon Corporation**

By:  \_\_\_\_\_

Name: Andrew Messick

Title: Chief Executive Officer and President

**MERGING COMPANY:**

**Ironman Maryland Events, LLC**

By: World Triathlon Corporation, its sole

member 

By: \_\_\_\_\_

Name: Andrew Messick

Title: Chief Executive Officer and President

**Exhibit A**  
**Plan of Merger**

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into this 28th day of December 2018, by and between Ironman Maryland Events, LLC, a Florida limited liability company (the "Merging Company"), and World Triathlon Corporation, a Florida corporation (the "Surviving Corporation"). The Merging Company and the Surviving Corporation hereinafter sometimes referred to as the "Constituent Entities."

### **RECITALS:**

**WHEREAS**, the parties desire that the Merging Company merge with and into the Surviving Corporation in a manner which conforms to Sections 605.1022 – 605.1026 of the Florida Revised Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, hereinafter set forth, the parties hereto agree as follows:

**1. Merger.**

(a) **Merger.** The Merging Company shall merge with and into the Surviving Corporation (the "Merger") in accordance with the laws of the State of Florida and pursuant to the terms of this Agreement and Plan of Merger. The Surviving Corporation shall be the surviving entity in the merger.

(b) **Effective Date.** The merger shall become effective upon the filing of the Articles of Merger, substantially in the form attached hereto as Exhibit A with the Florida Department of State (the "Effective Date").

**(c) Articles of Incorporation and Bylaws.**

i. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Articles of Incorporation of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

ii. From and after the Effective Date, the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Bylaws of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

**(d) Directors And Officers.**

i. The number of directors of the Surviving Corporation immediately prior to the Effective Date will be the number of directors of the Surviving Corporation from and after the Effective Time, until such number is altered in accordance with the laws of the State of Florida. The directors of the Surviving Corporation immediately prior to the Effective Date will be the directors of the Surviving Corporation from and after the Effective Date and will hold

office from and after the Effective Date in accordance with the Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

ii. The officers of the Surviving Corporation immediately prior to the Effective Time will be the officers of the Surviving Corporation from and after the Effective Time and will hold the same offices from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

(e) **Terms of Merger.** At the Effective Date, the membership interests of the Merging Company will be converted into shares of capital stock of the Surviving Corporation as follows:

i. All membership interests of the Merging Company outstanding immediately before the Effective Date will, automatically and without further act of the Merging Company, the Surviving Corporation, or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor;

ii. At the Effective Date, all of the shares of capital stock of the Surviving Corporation issued or outstanding immediately before the Effective Date will continue to be issued and outstanding.

## 2. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

(b) **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

(c) **Governing Law; Choice of Forum.** This Agreement will be construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles thereof.

(d) **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(e) **Severability of Provisions.** The invalidity or unforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

(f) **Further Assurances.** Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Agreement (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Agreement.




(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**SURVIVING CORPORATION:**


WORLD TRIATHLON CORPORATION, a  
Florida corporation

By:   
Name: Andrew Messick  
Title: Chief Executive Officer and President

**MERGING COMPANY:**

IRONMAN MARYLAND EVENTS, LLC, a  
Florida limited liability company

By: World Triathlon Corporation, its sole  
member

By:   
Name: Andrew Messick  
Title: Chief Executive Officer and President