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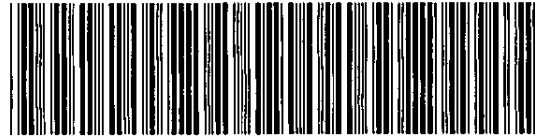
(Business Entity Name)

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merged

FILED
JUN 25 PM 3:47
CLERK OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
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DIVISION OF CORPORATION

JUN 26 2015
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DATE: 6/25/15

NAME: COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C.

TYPE OF FILING: MERGER

COST: 50.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cochran Family Investment Partnership, L.L.C.

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Paul Foreman

Contact Person

Chuhak & Tecson, P.C.

Firm/Company

30 S. Wacker Dr., Suite 2600

Address

Chicago, Illinois 60606

City, State and Zip Code

pforeman@chuhak.com

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

For further information concerning this matter, please call:

Paul Foreman

at (312) 855-4601

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

CR2B080 (2/14)

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

FILED

2016 JUN 25 PM 3:47

CLERK OF STATE
TALLAHASSEE, FLORIDA

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>
Cochran Family Investment Partnership, L.L.C.	Florida	limited liability company
Cochran Family Investment Partnership, L.L.C.	Illinois	limited liability company
_____	_____	_____
_____	_____	_____

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>
Cochran Family Investment Partnership, L.L.C.	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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s)

Typed or Printed
Name of Individual:

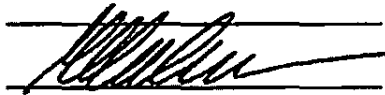
Cochran Family Investment Partnership, L.L.C.



George Cochran, Manager

a Florida limited liability company

Cochran Family Investment Partnership, L.L.C.,



George Cochran, Manager

an Illinois limited liability company

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

Fees: 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

Certified Copy (optional):

\$30.00

AGREEMENT AND PLAN OF MERGER OF
COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C. (IL)
WITH AND INTO
COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C. (FL)

This Agreement and Plan of Merger ("Agreement") made and entered into this 23 day of June, 2015 by and between COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C. an Illinois limited liability company (hereinafter called "CFIP IL"), and COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C., a Florida limited liability company (hereinafter called "CFIP FL" or "Surviving Company"), which limited liability companies are hereafter sometimes referred to jointly as the "Constituent Companies."

RECITALS

A. All of the members of CFIP IL and CFIP FL have resolved that CFIP IL be merged with and into CFIP FL, pursuant to the laws of the States of Illinois and Florida as a single limited liability company existing under the laws of the State of Florida in a transaction qualifying as a continuation of a partnership within the meaning of Section 708 of the Internal Revenue Code;

B. The membership interests of CFIP IL are held as follows:

George Cochran	20%
Barbara Cochran	20%
Kelsey Ann Cochran Trust	15%
Charles Frederick Cochran Trust	15%
Brooks Benton Cochran Trust	15%
Andrew Chapin Cochran Trust	15%

C. The membership interests of CFIP FL are held as follows:

George Cochran	20%
Barbara Cochran	20%
Kelsey Ann Cochran Trust	15%
Charles Frederick Cochran Trust	15%
Brooks Benton Cochran Trust	15%
Andrew Chapin Cochran Trust	15%

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

In accordance with the provisions of the laws of the States of Illinois and Florida, CFIP IL shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into CFIP FL, as a single limited liability company existing under the laws of the State of Florida, with CFIP FL being the Surviving Company, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

ARTICLE II

MEMBERS' MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 CFIP IL Members' Meeting. On or before the Effective Date, the members of CFIP IL shall agree to the Merger, and execute a written consent of the Merger and of adoption of this Agreement.

2.2 CFIP FL Members' Meeting. On or before the Effective Date, all of the members of CFIP FL shall agree to the Merger, and execute a written consent of the Merger and of adoption of this Agreement.

2.3 Filing of Articles of Merger. If (a) this Agreement is adopted by the members of CFIP IL and CFIP FL, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the laws of the States of Illinois and Florida.

2.4 Effective Date. The Merger shall become effective as of June 25, 2015.

2.5 Certain Effects of Merger. On the Effective Date, the separate existence of CFIP IL shall cease, and CFIP IL shall be merged into CFIP FL which, as the Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of CFIP IL; and all the rights, privileges, powers, and franchises of CFIP IL, and all property, real, personal, and mixed, and all debts due to CFIP IL on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of CFIP IL, and the title to any real estate vested by deed or otherwise, under the laws of Illinois, Florida or any other jurisdiction, in CFIP IL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of CFIP IL shall be preserved unimpaired, and all debts, liabilities, and duties of CFIP IL shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last member of

CFIP IL or the manager of the Surviving Company, may, in the name of CFIP IL, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all CFIP IL's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE III

NAME OF SURVIVING COMPANY

The name of the Surviving Company on the effective date of the merger shall be COCHRAN FAMILY INVESTMENT PARTNERSHIP, L.L.C.

ARTICLE IV

ARTICLES OF ORGANIZATION

The Articles of Organization of CFIP FL, as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

ARTICLE V

OPERATING AGREEMENT

The Operating Agreement of CFIP FL as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company until changed or amended as provided therein.

ARTICLE VI

STATUS AND CONVERSION OF MEMBERS' INTERESTS

The manner and basis of converting the membership interests of the Constituent Companies into membership interests of the Surviving Company shall be as follows:

On the effective date, CFIP IL will be merged into CFIP FL. The Surviving Company assumes all rights, privileges, assets and liabilities of the non-survivor.

As both CFIP IL and CFIP FL are owned by the same persons, the membership interests of CFIP FL issued on the effective date of the Merger shall remain as the issued and outstanding membership interests of the Surviving Company following the merger. The members of CFIP IL and CFIP FL have approved this Agreement and Plan of Merger by unanimous written consent.

ARTICLE VII

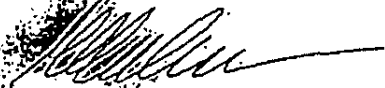
MISCELLANEOUS

7.1 Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the members of CFIP IL or the members of CFIP FL, if the members of CFIP IL or of CFIP FL duly adopt a resolution abandoning this Agreement of Merger.

7.2 Counterparts. This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.

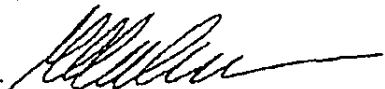
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger
as of the date first above written.

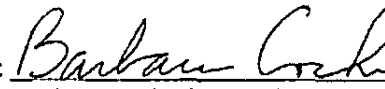
COCHRAN FAMILY INVESTMENT
PARTNERSHIP, L.L.C., an Illinois limited liability
company

By: 
George Cochran, Manager

By: 
Barbara Cochran, Manager

COCHRAN FAMILY INVESTMENT
PARTNERSHIP, L.L.C., a Florida limited liability
company

By: 
George Cochran, Manager

By: 
Barbara Cochran, Manager