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Florida Department of State

Division of Corporations

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Fax Number : (850)617-6380

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Account Name : HAHN LOESER + PARKS LLP
Account Number : I20050000053
Phone : (216)621-0150
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19 JUN 17 AM 11:25
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

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Email Address: chadd@getbest.com

MERGER OR SHARE EXCHANGE

Hodges Holdco, LLC

Certificate of Status	0
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ARTICLES OF MERGER
OF
HODGES HOLDCO, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)
AND
BEST HOME SERVICES OF SW FLORIDA, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)

FILED
19 JUN 17 AM 11:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Articles of Merger are submitted to merge the following Florida Limited Liability Companies in accordance with §605.1025 of the Florida Revised Limited Liability Company Act (the "Act").


1. Best Home Services of SW Florida, LLC, a Florida limited liability company ("Best Homes"), the merging entity, will merge with and into Hodges Holdco, LLC, a Florida limited liability company ("Hodges"), the surviving entity.
2. Annexed hereto and made a part hereof, as Exhibit A, is the Agreement and Plan of Merger.
3. The merger of Best Homes with and into Hodges is permitted by and is in compliance with the Act.
4. The Agreement and Plan of Merger was approved and adopted by the members of Best Homes in accordance with §§605.1021-605.1026 of the Act on June 12, 2019.
5. The Agreement and Plan of Merger was approved and adopted by the members of Hodges in accordance with §§605.1021-605.1026 of the Act on June 12, 2019.
6. The effective time and date of the merger shall be June 17, 2019.
7. Attached hereto as Exhibit B is the Articles of Amendment to the Articles of Organization of the surviving limited liability company.
8. The surviving entity agrees to pay any members with appraisal rights the amount, to which members are entitled under §§605.1006 and 605.1061-605.1072 of the Act.


[Signature on the following page]

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Executed on June 14, 2019.

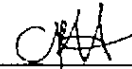
**BEST HOME SERVICES OF SW
FLORIDA, LLC**
a Florida limited liability company

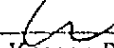
By: 
Chadd P. Hodges, Manager

By: 
Keegan P. Hodges, Manager

HODGES HOLDCO, LLC,
a Florida limited liability company

By: Hodges Brothers Holdings, LLC,
a Florida limited liability company,
its sole member

By: 
Chadd P. Hodges, Manager

By: 
Keegan P. Hodges, Manager

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EXHIBIT A

Agreement and Plan of Merger

{sec attached}

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AGREEMENT AND PLAN OF MERGER
OF
HODGES HOLDCO, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)
AND
BEST HOME SERVICES OF SW FLORIDA, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)

THIS AGREEMENT AND PLAN OF MERGER entered into as of June 12, 2019 by BEST HOME SERVICES OF SW FLORIDA, LLC, a Florida limited liability company ("the Merging Entity"), and HODGES HOLDCO, LLC, a Florida limited liability company (the "Survivor") (the "Agreement").

1. The Merging Entity is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 1455 Rail Head Blvd. #1, Naples, Florida 34110.

2. The Survivor is a limited liability company organized under the laws of the State of Florida whose principal place of business after the merger shall be located at 1455 Rail Head Blvd. #1, Naples, Florida 34110.

3. The Florida Revised Limited Liability Company Act (the "Act") permits the merger of Florida limited liability companies.

4. The Merging Entity shall, pursuant to the provisions of the Act, be merged with and into the Survivor which shall continue to exist pursuant to the provisions of the Act. The separate existence of the Merging Entity shall cease at the Effective Date (as defined below).

5. The name of the Survivor shall be Best Home Services of SW Florida, LLC.

6. The Articles of Organization of the Survivor, dated June 11, 2019, shall continue to be the Articles of Organization of the Survivor but shall be amended as follows upon filing of the Articles of Merger with the Florida Department of State, Division of Corporations:

Article I of the Articles of Organization of the Survivor shall be deleted and replaced in its entirety to read as follows:

The name of the limited liability company shall be Best Home Services of SW Florida, LLC (the "Company").

7. The Operating Agreement of the Merging Entity shall be the Operating Agreement of the Survivor until further amended and changed pursuant to the provisions of the Act.

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8. The assets and liabilities of the Merging Entity shall become the assets and liabilities of the Survivor.

9. As a result of the Merger, the outstanding membership interests in the Merging Entity automatically shall be cancelled and of no force or effect upon the Effective Date without any action on the part of the holder thereof.

10. The Merger shall become effective June 17, 2019 (the "Effective Date").

11. In the event that this Agreement shall have been fully approved and adopted on behalf of the Merging Entity and the Survivor in accordance with provisions of the Act, the Merging Entity and the Survivor agree that they will cause to be executed, filed and recorded, any document or documents prescribed by the laws of the State of Florida, including but not limited to Articles of Merger, and that they will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the merger herein provided for.

12. At any time prior to the Effective Date, if and to the extent permitted by the Act, the Agreement may be abandoned and terminated with the approval of the members of the Merging Entity and the Survivor, notwithstanding the prior approval of the Agreement by the members of the Merging Entity and the Survivor. This Agreement may, to the extent permitted by the Act, be amended by the Merging Entity and the Survivor prior to the Effective Date.


[Signatures on the following page.]


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IN WITNESS WHEREOF, the Merging Entity and the Survivor have executed and delivered this Agreement and Plan of Merger by their duly authorized officers as of the date first written above.

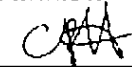
**BEST HOME SERVICES OF SW
FLORIDA, LLC**
a Florida limited liability company


HODGES HOLDCO, LLC,
a Florida limited liability company

By: 
Chadd P. Hodges, Manager

By: 
Keegan P. Hodges, Manager

By: Hodges Brothers Holdings, LLC,
a Florida limited liability company,
its sole member

By: 
Chadd P. Hodges, Manager

By: 
Keegan P. Hodges, Manager

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EXHIBIT B

**Articles of Amendment to Articles of Organization
of
Hodges Holdco, LLC**

[see attached]

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
HODGES HOLDCO, LLC**

The Articles of Organization for this Limited Liability Company were filed on June 11, 2019 and assigned Florida document number L19000146753.

This amendment is submitted to amend the following:

Article I – Name shall be deleted and replaced in its entirety to read as follows:

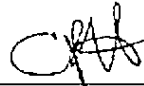
ARTICLE I – NAME

The name of the limited liability company shall be Best Home Services of SW Florida, LLC (the "Company").

[signature page follows]

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IN WITNESS WHEREOF, the undersigned has made and subscribed these Articles of Amendment to Articles of Organization at Naples, Florida, on this 17 day of June, 2019.



Chadd P. Hodges, Authorized Representative

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