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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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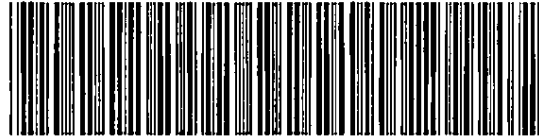
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/23/19--01024--018 **30.00

12/23/19--01024--017 **50.00

FILED
2019 DEC 23 PM 4:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

Jan 1, 2020

Merger/CC

JAN 24 2020
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Monroe Capital Holdings, 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:

Mark B. Fisher

Contact Person

Monroe Capital Holdings, LLC

Firm/Company

301 West 41st Street, Suite 300

Address

Miami Beach, Florida 33140

City, State and Zip Code

sgoldberglaw@verizon.net

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

For further information concerning this matter, please call:

Steven R. Goldberg at (212) 845-5100

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

EFFECTIVE DATE
Jan 1, 2020

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>
Monroe Capital, LLC	New York	Limited Liability Company
Monroe Capital Holdings, LLC	Florida	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>
Monroe Capital Holdings, LLC	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).

Pursant to a Plan of Merger between Monroe Capital, LLC, a New York Limited Liability Company and Monroe Capital Holdings, LLC, a Florida Limited Liability Company.

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STATE
TALLAHASSEE, FLORIDA

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:

January 1, 2020

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:
Monroe Capital, LLC		Mark B. Fisher
Monroe Capital Holdings, LLC		Mark B. Fisher

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 of
Monroe Capital, LLC (a New York Limited Liability Company)
And
Monroe Capital Holdings, LLC (a Florida Limited Liability Company)**

The following plan of merger has been adopted by the members of Monroe Capital, LLC, a New York Limited Liability Company (the "NY LLC") and Monroe Capital Holdings, LLC, a Florida Limited Liability Company (the "FL LLC") on December 12, 2019.

1. (a) The name of each constituent company to the merger is Monroe Capital, LLC, a New York entity and Monroe Capital Holdings, LLC, a Florida entity.

(b) The NY LLC and the FL LLC wish to merge the NY LLC with and into the FL LLC pursuant to the provisions of Section 1001, et. al of the NYS Limited Liability Law and Section 605.1021-1026 of the Florida Limited Liability Law, upon the terms and conditions set forth herein.

(c) The name of the surviving corporation is Monroe Capital, LLC, a Florida Limited Liability Company.

2. The Members of the NY LLC and FL LLC have been apprised of their right to dissent, the right to have their membership interest purchased if they dissent, their appraisal rights under both New York and Florida law and the Members have approved this Plan of Merger without dissent.

3. The terms and conditions of the merger are as follows:

Until altered, amended, or repealed, the articles of organization of the FL LLC, a constituent LLC, as in effect at the time the merger becomes effective, shall be the articles of organization of the surviving LLC.

The managing member of the surviving LLC at the effect time of the merger shall continue in such capacity until his tenure is otherwise terminated in accordance with the articles of organization and operating agreement of the surviving corporation.

Each membership interest of the terminating LLC, shall, at the effective time of the merger, be converted into the membership interest of the surviving corporation.

All persons who, on the date the merger becomes effective, are the executive or administrative officers of NY LLC, one of the constituent entities, shall be and remain like officers of the surviving entity, until the managing member of the surviving entity or the members appoint successors.

The surviving entity shall pay all expenses of carrying this plan of merger into effect and of accomplishing the merger. When the merger becomes effective the separate existence of the NY LLC, shall cease and be merged into the surviving entity, which 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 each of the Companies that are parties to this agreement. The surviving company shall be vested with the rights, privileges, powers, and franchises of each of the constituent company; all property, real, personal, and mixed; all debts due to each of the companies on whatever account and all other things in action or belonging to each of the companies.

The title to any real estate or other investment whether by deed or otherwise, vested in any of the companies; shall not revert or be in any way impaired by reason of this merger; provided that all rights of

creditors and all liens upon the property of any of the companies shall be preserved unimpaired, and all debts, liabilities, and duties of the NY LLC, shall attach to the surviving company, and may be enforced against it to the same extent as if those debts, liabilities, and duties had been incurred or contracted by it.

If at any time the surviving company shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the surviving company the title to any property or rights of NY LLC, the managing member of the FL LLC, shall execute and make all proper assignments and assurances and do all things necessary to vest title in such property or rights in the surviving company.

4. The Managing Member and the proper officers of the terminating company and of the surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger.

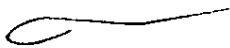
6. The effective date of this plan in New York shall be January 1, 2020 and a certificate of merger shall be filed by the Secretary of State of New York, pursuant to Limited Liability Law Section 1003.

Dated: New York, New York
December 12, 2019

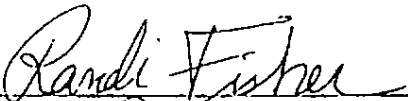
Monroe Capital, LLC (NY LLC)



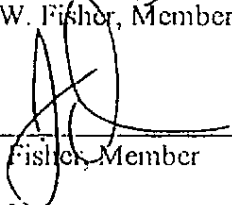
Mark Fisher, Managing Member



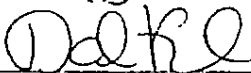
Mark B. Fisher, Member



Randi W. Fisher, Member



Jessica Fisher, Member



Daniel Fisher, Member



Brenda Fisher, Member

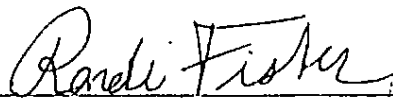
Monroe Capital, LLC (FL LLC)



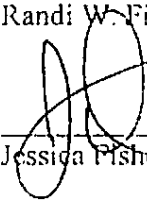
Mark Fisher, Managing Member



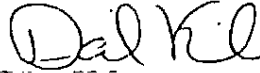
Mark B. Fisher, Member



Randi W. Fisher, Member



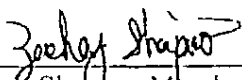
Jessica Fisher, Member




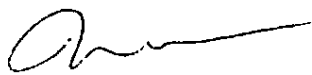
Daniel Fisher, Member



Brenda Fisher, Member

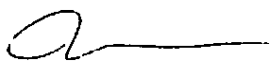

Zachary Shapiro, Member

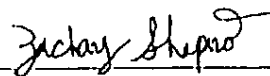

Eduard David Yankovich, Member

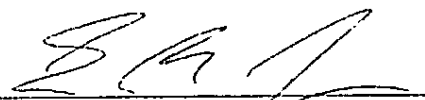

Mark Fisher Revocable Living Trust, Member



Mark B. Fisher 2002 Family Trust, Member



2008 Jessica and Daniel Children, Member


78 Prospect Park West, LLC, Member



Zachary Shapiro, Member


Eduard David Yankovich, Member


Mark Fisher Revocable Living Trust, Member


Mark B. Fisher 2002 Family Trust, Member


2008 Jessica and Daniel Children, Member


78 Prospect Park West, LLC, Member